

|  |  |   |  |   |  |   |  |
|--|--|---|--|---|--|---|--|
| <b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b>  |  |   |  | <b>1. Requisition Number</b><br>SEE SCHEDULE  |  | <b>Page</b> 1 <b>Of</b> 12  |  |
| <b>Offeror To Complete Block 12, 17, 23, 24, &amp; 30</b>  |  |   |  |   |  |   |  |
| <b>2. Contract No.</b><br>DAAE20-03-P-0121   |  | <b>3. Award/Effective Date</b><br>2003JAN13 |  | <b>4. Order Number</b>  |  | <b>5. Solicitation Number</b>   |  |
| <b>7. For Solicitation Information Call:</b>   |  | <b>A. Name</b><br>MYRNA DOWELL              |  | <b>B. Telephone Number (No Collect Calls)</b><br>(309)782-4635  |  | <b>6. Solicitation Issue Date</b>   |  |
| <b>9. Issued By</b><br>TACOM-ROCK ISLAND<br>AMSTA-AQ-ARCC<br>ROCK ISLAND IL 61299-7630   |  | <b>Code</b> W52H09                          |  | <b>10. This Acquisition Is</b>  |  | <b>11. Delivery For FOB Destination Unless Block Is Marked</b>  |  |
| <b>e-mail:</b> DOWELLM@RIA.ARMY.MIL  |  |   |  | <input checked="" type="checkbox"/> <b>Unrestricted</b>   |  | <input type="checkbox"/> <b>See Schedule</b>  |  |
|  |  |   |  | <input type="checkbox"/> <b>Set Aside: % For</b>  |  | <input checked="" type="checkbox"/> <b>13a. This Contract Is A Rated Order Under DPAS (18 CFR 700)</b>      |  |
|  |  |   |  | <input type="checkbox"/> <b>Small Business</b>  |  | <b>13b. Rating</b> DOA5   |  |
|  |  |   |  | <input type="checkbox"/> <b>Small Disadv Business</b>   |  | <b>14. Method Of Solicitation</b>   |  |
|  |  |   |  | <input type="checkbox"/> <b>8(A)</b>  |  | <input type="checkbox"/> <b>RFQ</b> <input type="checkbox"/> <b>IFB</b> <input type="checkbox"/> <b>RFP</b> |  |
|  |  |   |  | <b>SIC:</b>   |  |   |  |
|  |  |   |  | <b>Size Standard:</b>   |  |   |  |
| <b>15. Deliver To</b><br>DEF DIST DEPOT RED RIVER<br>RECEIVING BLDG 499<br>10TH STREET AND K AVENUE<br>TEXARKANA TX 75507-5000   |  | <b>Code</b> SW3227                          |  | <b>16. Administered By</b><br>DCMA CENTRAL PENNSYLVANIA<br>201 PENN STREET SUITE 201<br>READING PA 19601-4054   |  | <b>Code</b> S3912A  |  |
| <b>Telephone No.</b>   |  |   |  |   |  |   |  |
| <b>17. Contractor/Offeror</b><br>ITNAC CORPORATION<br>3 RIGA LANE<br>BIRDSBORO PA 19508-1303   |  | <b>Code</b> 3BM39 <b>Facility</b>           |  | <b>18a. Payment Will Be Made By</b><br>DFAS COLUMBUS CENTER<br>NORTH ENTITLEMENT OPERATIONS<br>PO BOX 182266<br>COLUMBUS OH 43218-2266                                    |  | <b>Code</b> HQ0337  |  |
| <b>Telephone No.</b>   |  |   |  |   |  |   |  |
| <input type="checkbox"/> <b>17b. Check If Remittance Is Different And Put Such Address In Offer</b>  |  |   |  | <b>18b. Submit Invoices To Address Shown In Block 18a Unless Block Below Is Checked</b>   |  | <input type="checkbox"/> <b>See Addendum</b>  |  |
|  |  |   |  |   |  |   |  |
| <b>19. Item No.</b>  |  | <b>20. Schedule Of Supplies/Services</b>    |  | <b>21. Quantity</b>   |  | <b>22. Unit</b>   |  |
|  |  | SEE SCHEDULE                                |  |   |  |   |  |
|  |  | (Attach Additional Sheets As Necessary)     |  |   |  |   |  |
|  |  |   |  |   |  | <b>23. Unit Price</b>   |  |
|  |  |   |  |   |  | <b>24. Amount</b>   |  |
|  |  |   |  |   |  |   |  |
| <b>25. Accounting And Appropriation Data</b><br>ACRN: AA 21 32035000036N6N40P53106231EA S19130 W91A2K  |  |   |  | <b>26. Total Award Amount (For Govt. Use Only)</b><br>\$27,000.00   |  |   |  |
| <input type="checkbox"/> <b>27a. Solicitation Incorporates By Reference FAR 52.212-1, 52.212-4. FAR 52.212-3 And 52.212-5 Are Attached.</b>  |  |   |  | <input type="checkbox"/> <b>Are</b> <input type="checkbox"/> <b>Are Not Attached.</b>   |  |   |  |
| <input checked="" type="checkbox"/> <b>27b. Contract/Purchase Order Incorporates By Reference FAR 52.212-4. FAR 52.212-5 Is Attached. Addenda</b>  |  |   |  | <input checked="" type="checkbox"/> <b>Are</b> <input type="checkbox"/> <b>Are Not Attached.</b>  |  |   |  |
| <b>28. Contractor Is Required To Sign This Document And Return _____ Copies</b>  |  |   |  | <b>29. Award Of Contract: Reference _____ Offer</b>   |  |   |  |
| <input type="checkbox"/> <b>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.</b> |  |   |  | <input type="checkbox"/> <b>Dated _____ . Your Offer On Solicitation (Block 5) Including Any Additions Or Changes Which Are Set Forth Herein Is Accepted As To Items:</b> |  |   |  |
| <b>30a. Signature Of Offeror/Contractor</b>  |  |   |  | <b>31a. United States Of America (Signature Of Contracting Officer)</b>   |  |   |  |
| <b>30b. Name And Title Of Signer (Type Or Print)</b>   |  | <b>30c. Date Signed</b>                     |  | <b>31b. Name Of Contracting Officer (Type Or Print)</b><br>JOYCE L KLEIN /SIGNED/<br>KLEINJ@RIA.ARMY.MIL (309)782-5051  |  | <b>31c. Date Signed</b>   |  |
| <b>32a. Quantity In Column 21 Has Been</b>   |  |   |  | <b>33. Ship Number</b>  |  | <b>34. Voucher Number</b>   |  |
| <input type="checkbox"/> <b>Received</b> <input type="checkbox"/> <b>Inspected</b> <input type="checkbox"/> <b>Accepted And Conforms To The Contract Except As Noted</b>   |  |   |  | <input type="checkbox"/> <b>Partial</b> <input type="checkbox"/> <b>Final</b>   |  | <b>35. Amount Verified Correct For</b>  |  |
| <b>32b. Signature Of Authorized Government Representative</b>  |  | <b>32c. Date</b>                            |  | <b>36. Payment</b>  |  | <b>37. Check Number</b>   |  |
|  |  |   |  | <input type="checkbox"/> <b>Complete</b> <input type="checkbox"/> <b>Partial</b> <input type="checkbox"/> <b>Final</b>  |  |   |  |
|  |  |   |  | <b>38. S/R Account Number</b>   |  | <b>39. S/R Voucher Number</b>   |  |
|  |  |   |  | <b>40. Paid By</b>  |  |   |  |
| <b>41a. I Certify This Account Is Correct And Proper For Payment</b>   |  |   |  | <b>42a. Received By (Print)</b>   |  |   |  |
| <b>41b. Signature And Title Of Certifying Officer</b>  |  | <b>41c. Date</b>                            |  | <b>42b. Received At (Location)</b>  |  |   |  |
|  |  |   |  | <b>42c. Date Recd (YYMMDD)</b>  |  | <b>42d. Total Containers</b>  |  |

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

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PIIN/SIIN DAAE20-03-P-0121

MOD/AMD

**Name of Offeror or Contractor:** ITNAC CORPORATION

## SUPPLEMENTAL INFORMATION

THIS AWARD IS A FIRM FIXED PRICED COMMERCIAL CONTRACT FOR 10 EACH PALLET LIFTING DEVICES, ITNAC P/N: PL-AB IN ACCORDANCE WITH ITNAC DRAWING C7-2067-A1. NO ADDITIONAL APPROVAL DRAWING IS REQUIRED BY ITNAC. THE PRODUCT SHALL BE PRODUCED TO THE ATTACHED DRAWING DATED 12 JUL 02, ITNAC JOB NUMBER 2007.

FOB IS DESTINATION TO RED RIVER ARMY DEPOT.

INSPECTION AND ACCEPTANCE SHALL BE FOR PHYSICAL COUNT, NO CORROSION ALLOWED AND PHYSICALS IN ACCORDANCE WITH ITNAC DRAWING C7-2067-A1. PACKAGING SHALL BE BEST COMMERCIAL PACK.

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

| <u>Regulatory Cite</u>       | <u>Title</u>                    | <u>Date</u> |
|------------------------------|---------------------------------|-------------|
| 1<br>52.201-4501<br>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)  
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)

|   |                         |  |          |
|---|-------------------------|--|----------|
| 2 | 52.211-4506<br>TACOM-RI | INSTRUCTIONS REGARDING SUBSTITUTIONS FOR MILITARY AND FEDERAL SPECIFICATIONS AND STANDARDS | DEC/1997 |
|---|-------------------------|--|----------|

(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

**Name of Offeror or Contractor:** ITNAC CORPORATION

required by DFARS 252.211-7005 contained in Section I:

| SPI   | MILITARY/FEDERAL<br>SPEC/STANDARD | LOCATION OF<br>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)

3      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)

|   |   |                            |
|---|---|----------------------------|
| <b>CONTINUATION SHEET</b>                               | <b>Reference No. of Document Being Continued</b><br><b>PIIN/SIIN</b> DAAE20-03-P-0121<br><b>MOD/AMD</b> | <b>Page</b> 4 <b>of</b> 12 |
| <b>Name of Offeror or Contractor:</b> ITNAC CORPORATION |   |                            |

(End of clause)

(AS7004)

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)

5            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)

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN DAAE20-03-P-0121 MOD/AMD

Name of Offeror or Contractor: ITNAC CORPORATION

| ITEM NO           | SUPPLIES/SERVICES   | QUANTITY        | UNIT            | UNIT PRICE      | AMOUNT        |                 |              |     |                |        |   |  |   |                |                   |     |  |                   |                 |                 |     |    |             |    |    |                |              |
|-------------------|---|-----------------|-----------------|-----------------|---------------|-----------------|--------------|-----|----------------|--------|---|--|---|----------------|-------------------|-----|--|-------------------|-----------------|-----------------|-----|----|-------------|----|----|----------------|--------------|
| 0001              | SUPPLIES OR SERVICES AND PRICES/COSTS<br><br><u>Supplies or Services and Prices/Costs</u><br><br>NSN: 3940-01-502-4310<br>FSCM: 00000<br>PART NR: PL-AB<br>SECURITY CLASS: Unclassified   |                 |                 |                 |               |                 |              |     |                |        |   |  |   |                |                   |     |  |                   |                 |                 |     |    |             |    |    |                |              |
| 0001AA            | <u>PRODUCTION QUANTITY</u><br><br>NOUN: CBPS LIFTING DEVICE<br>PRON: W13S0D07SB PRON AMD: 02 ACRN: AA<br>AMS CD: 53106230115<br>CUSTOMER ORDER NO: MIPR3BS6R00121<br><br><u>Packaging and Marking</u><br><br><u>Inspection and Acceptance</u><br>INSPECTION: Origin ACCEPTANCE: Origin<br><br><u>Deliveries or Performance</u><br>DOC SUPPL<br><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>W58HZ123446T01</td> <td>SW3227</td> <td>J</td> <td></td> <td>1</td> </tr> </table> <table border="0"> <tr> <td><u>PROJ CD</u></td> <td><u>BRK BLK PT</u></td> </tr> <tr> <td>DGE</td> <td></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>10</td> <td>31-JAN-2003</td> </tr> </table> FOB POINT: Destination<br><br>SHIP TO: <u>PARCEL POST ADDRESS</u><br>(SW3227) DEF DIST DEPOT RED RIVER<br>RECEIVING BLDG 499<br>10TH STREET AND K AVENUE<br>TEXARKANA TX 75507-5000<br><br><u>CONTRACT/DELIVERY ORDER NUMBER</u><br>DAAE20-03-P-0121/0000 | <u>REL CD</u>   | <u>MILSTRIP</u> | <u>ADDR</u>     | <u>SIG CD</u> | <u>MARK FOR</u> | <u>TP CD</u> | 001 | W58HZ123446T01 | SW3227 | J |  | 1 | <u>PROJ CD</u> | <u>BRK BLK PT</u> | DGE |  | <u>DEL REL CD</u> | <u>QUANTITY</u> | <u>DEL DATE</u> | 001 | 10 | 31-JAN-2003 | 10 | EA | \$ 2,700.00000 | \$ 27,000.00 |
| <u>REL CD</u>     | <u>MILSTRIP</u>   | <u>ADDR</u>     | <u>SIG CD</u>   | <u>MARK FOR</u> | <u>TP CD</u>  |                 |              |     |                |        |   |  |   |                |                   |     |  |                   |                 |                 |     |    |             |    |    |                |              |
| 001               | W58HZ123446T01  | SW3227          | J               |                 | 1             |                 |              |     |                |        |   |  |   |                |                   |     |  |                   |                 |                 |     |    |             |    |    |                |              |
| <u>PROJ CD</u>    | <u>BRK BLK PT</u>   |                 |                 |                 |               |                 |              |     |                |        |   |  |   |                |                   |     |  |                   |                 |                 |     |    |             |    |    |                |              |
| DGE               |   |                 |                 |                 |               |                 |              |     |                |        |   |  |   |                |                   |     |  |                   |                 |                 |     |    |             |    |    |                |              |
| <u>DEL REL CD</u> | <u>QUANTITY</u>   | <u>DEL DATE</u> |                 |                 |               |                 |              |     |                |        |   |  |   |                |                   |     |  |                   |                 |                 |     |    |             |    |    |                |              |
| 001               | 10  | 31-JAN-2003     |                 |                 |               |                 |              |     |                |        |   |  |   |                |                   |     |  |                   |                 |                 |     |    |             |    |    |                |              |

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

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PIIN/SIIN DAAE20-03-P-0121

MOD/AMD

**Name of Offeror or Contractor:** ITNAC CORPORATION

## DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

## STATEMENT OF WORK

1. GENERAL: PROCURE TEN 1,000 POUND CAPACITY PALLET LIFTING DEVICES FROM ITNAC CORPORATION, 3-T RIGA LANE, BIRDSBORO, PA 19508-1303.
2. THE LIFTING DEVICES SHALL BE MANUFACTURED TO ITNAC DRAWING C7-2067-A1.
3. ALL TEN LIFTING DEVICES SHALL BE COMPLETED AND SHIPPED BY 31 JANUARY 2003.
4. SHIPPING DESTINATION IS RED RIVER ARMY DEPOT, UMFP (UNIT MATERIEL FIELDING POINT).
5. ACCEPTANCE SHALL BE AT THE CONTRACTOR'S FACILITY AND THE CONTRACTOR IS AUTHORIZED TO UTILIZE A DD250
6. CONTRACTOR'S NORMAL FINISH (PAINTING/COLOR) SHALL BE ACCEPTABLE.
7. QUALITY INSPECTION SHALL BE FOR PHYSICAL COUNT, NO CORROSION ALLOWED AND PHYSICALS IN ACCORDANCE WITH ITNAC DRAWING C7-2067-A1. SEE ATTACHMENT 001
8. PACKAGING SHALL BE TO BEST COMMERCIAL PACK.
9. SHIPPING IS FOB DESTINATION.

\*\*\* END OF NARRATIVE C 001 \*\*\*

## 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](http://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)

|   |           |   |          |
|---|-----------|---|----------|
| 6 | 52.247-34 | F.O.B. DESTINATION                        | NOV/1991 |
| 7 | 52.247-48 | F.O.B. DESTINATION - EVIDENCE OF SHIPMENT | FEB/1999 |

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

**Page 7 of 12**

**PIIN/SIIN** DAAE20-03-P-0121

**MOD/AMD**

**Name of Offeror or Contractor:** ITNAC CORPORATION

CONTRACT ADMINISTRATION DATA

| LINE        | PRON/         | OBLG        |             |                                  |                             | JOB           |                   |        |                  |           |
|-------------|---------------|-------------|-------------|----------------------------------|-----------------------------|---------------|-------------------|--------|------------------|-----------|
| <u>ITEM</u> | <u>AMS CD</u> | <u>ACRN</u> | <u>STAT</u> | <u>ACCOUNTING CLASSIFICATION</u> |                             | <u>ORDER</u>  | <u>ACCOUNTING</u> |        | <u>OBLIGATED</u> |           |
|             |               |             |             |                                  |                             | <u>NUMBER</u> | <u>STATION</u>    |        | <u>AMOUNT</u>    |           |
| 0001AA      | W13S0D07SB    | AA          | 2           | 21                               | 32035000036N6N40P53106231EA | S19130        | 3LRD07            | W91A2K | \$               | 27,000.00 |
|             | 53106230115   |             |             |                                  |                             |               |                   |        |                  |           |
|             |               |             |             |                                  |                             |               | TOTAL             |        | \$               | 27,000.00 |

| SERVICE     |                      |                                  |                             |        |  | ACCOUNTING     |    | OBLIGATED     |
|-------------|----------------------|----------------------------------|-----------------------------|--------|--|----------------|----|---------------|
| <u>NAME</u> | <u>TOTAL BY ACRN</u> | <u>ACCOUNTING CLASSIFICATION</u> |                             |        |  | <u>STATION</u> |    | <u>AMOUNT</u> |
| Army        | AA                   | 21                               | 32035000036N6N40P53106231EA | S19130 |  | W91A2K         | \$ | 27,000.00     |
|             |                      |                                  |                             |        |  | TOTAL          | \$ | 27,000.00     |

|                           |  |                     |
|---------------------------|--|---------------------|
| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b> | <b>Page 8 of 12</b> |
|                           | PIIN/SIIN DAAE20-03-P-0121<br>MOD/AMD            |                     |

**Name of Offeror or Contractor:** ITNAC CORPORATION

**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](http://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)

|   |              |   |          |
|---|--------------|---|----------|
| 8 | 252.247-7023 | TRANSPORTATION OF SUPPLIES BY SEA - ALTERNATE III | MAY/2002 |
|   | DFARS        |   |          |

**CONTRACT CLAUSES**

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

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

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

(IA7001)

|    |              |  |          |
|----|--------------|--|----------|
| 9  | 52.211-15    | DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS   | SEP/1990 |
| 10 | 52.232-33    | PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR<br>REGISTRATION                              | MAY/1999 |
| 11 | 52.243-1     | CHANGES - FIXED PRICE  | AUG/1987 |
| 12 | 252.204-7004 | REQUIRED CENTRAL CONTRACTOR REGISTRATION   | NOV/2001 |
|    | DFARS        |  |          |
| 13 | 52.212-5     | CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR<br>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.
- \_\_\_\_(5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637(d)(2) and (3));
- \_\_\_\_(6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4));

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\_\_\_\_ (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).

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

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

\_\_\_\_ (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).

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

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

\_\_\_\_ (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.

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

X  (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)

\_\_\_\_ (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:

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\_\_\_\_(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 of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

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

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

(2) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212);

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

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

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

(End of clause)

(IF6272)

|    |                       |   |          |
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| 14 | 252.212-7001<br>DFARS | CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR<br>EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL<br>ITEMS | DEC/2002 |
|----|-----------------------|---|----------|

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

\_\_\_\_52.203-3 Gratuities (Apr 1984) (10 U.S.C. 2207)

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to

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acquisitions of commercial items or components.

252.205-7000 Provision of Information to Cooperative Agreement Holders (Dec 1991)(10 U.S.C. 2416).

252.206-7000 Domestic Source Restriction (Dec 1991)(10 U.S.C. 2304).

252.209-7001, Disclosure of Ownership or Control by the Government of a Terrorist Country (Mar 1998) (10 U.S.C. 2327)

252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (Apr 1996)(15 U.S.C. 637).

252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (Jun 1997) (15 U.S.C. 637 note).

252.225-7001 Buy American Act and Balance of Payments Program (Mar 1998)(41 U.S.C. 10a-10d, E.O. 10582).

252.225-7012 Preference for Certain Domestic Commodities (Apr 2002)(10 U.S.C.2533a note)

252.225-7014 Preference for Domestic Speciality Metals (Mar 1998) (10 U.S.C. 2533a note).

252.225-7015 Preference for Domestic Hand or Measuring Tools (Dec 1991)(10 U.S.C. 2533a note).

252.225-7016 Restriction on Acquisition of Ball and roller Bearings(Dec 2000)  
( Alternate I)(Dec 2000) (Section 8064 of Pub. L. 106-259).

252.225-7021 Trade Agreements (Oct 2002)(19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (Mar 1998)(22 U.S.C. 2779)

252.225-7028 Exclusionary Policies and Practices of Foreign Governments (Dec 1991)(22 U.S.C. 2755).

252.225-7029 Preference for United States or Canadian Air Circuit Breakers (Aug 1998)(10 U.S.C. 2534(a)(3)).

252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (Mar 1998)  
( Alternate I)(Sep 1999) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

252.227-7015 Technical Data - Commercial Items (Nov 1995)(10 U.S.C. 2320).

252.227-7037 Validation of Restrictive Markings on Technical Data (Sep 1999)(10 U.S.C. 2321).

252.243-7002 Requests for Equitable Adjustment (Mar 1998) (10 U.S.C. 2410)

252.247-7023 Transportation of Supplies by Sea (May 2002) ( Alternate I)(Mar 2000)  
( Alternate II) (Mar 2000)(10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (Mar 2000)(10 U.S.C. 2631).

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

252.225-7014, Preference for Domestic Speciality Metals, Alternate I (Mar 1998)(10 U.S.C.2533a note).

252.247-7023, Transportation of Supplies by Sea (May 2002)(10 U.S.C.2631).

252.247-7024, Notification of Transportation of Supplies by Sea (Mar 2000) (10 U.S.C. 2631).

(End of clause)

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LIST OF ATTACHMENTS

| <u>List of</u><br><u>Addenda</u> | <u>Title</u>             | <u>Date</u> | <u>Number</u><br><u>of Pages</u> | <u>Transmitted By</u> |
|----------------------------------|--------------------------|-------------|----------------------------------|-----------------------|
| Attachment 001                   | ITNAC DRAWING C7-2067-A1 |             | 1PG                              |                       |