

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS				1. Requisition Number SEE SCHEDULE		Page 1 Of 13	
Offeror To Complete Block 12, 17, 23, 24, & 30							
2. Contract No. DAAE20-03-P-0211		3. Award/Effective Date 2003MAR04		4. Order Number		5. Solicitation Number	
7. For Solicitation Information Call:		A. Name LORRIE SCHMIDT		B. Telephone Number (No Collect Calls) (309)782-0673		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: SCHMIDTL@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 DOA5	
				SIC:		14. Method Of Solicitation	
				Size Standard:		<input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. Deliver To SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO SCHEDULED DELIVERY DATE FOR ITEM REQUIRED UNDER THIS REQUISITION.		Code Y00000		16. Administered By DCMA CHICAGO 1523 WEST CENTRAL ROAD ARLINGTON HEIGHTS IL 60005-2451		Code S1403A	
Telephone No.				17. Contractor/Offeror MITUTOYO AMERICA CO 965 CORPORATE BLVD AURORA IL 60504		Code HQ0339	
				18a. Payment Will Be Made By DFAS COLUMBUS CENTER DFAS-CO/WEST ENTITLEMENT OPERATIONS PO BOX 182381 COLUMBUS OH 43218-2381			
<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						
(Attach Additional Sheets As Necessary)							
25. Accounting And Appropriation Data ACRN: AA 21 32020000036N6N40P4221232512 S19130 W91A2K				26. Total Award Amount (For Govt. Use Only) \$7,635.00			
<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) MARGARET C TUFTEE /SIGNED/ TUFTEEM@RIA.ARMY.MIL (309)782-7163		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	
32b. Signature Of Authorized Government Representative				<input type="checkbox"/> Partial <input type="checkbox"/> Final		35. Amount Verified Correct For	
				36. Payment <input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final		37. Check Number	
32c. Date				38. S/R Account Number		39. S/R Voucher Number	
41a. I Certify This Account Is Correct And Proper For Payment				40. Paid By			
41b. Signature And Title Of Certifying Officer				42a. Received By (Print)			
41c. Date				42b. Received At (Location)			
				42c. Date Recd (YYMMDD)		42d. Total Containers	

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Name of Offeror or Contractor: MITUTOYO AMERICA CO

SUPPLEMENTAL INFORMATION

This purchase order is for 1 profilometer SJ-401, Part Number: 178-947-2A, to include the stand, p/n: 64AAA797 and stylus p/n: 12AAB408. Delivery is to be as stated in schedule B, Page 5 of the award document.

*** END OF NARRATIVE A 001 ***

Regulatory Cite	Title	Date
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)
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	52.215-4503 TACOM-RI	NOTICE TO OFFERORS - ELECTRONIC BID/OFFER RESPONSE REQUIRED	FEB/2002
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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.

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Name of Offeror or Contractor: MITUTOYO AMERICA CO

(AS7502)

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAE20-03-P-0211 MOD/AMD

Name of Offeror or Contractor: MITUTOYO AMERICA CO

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																									
0001	SUPPLIES OR SERVICES AND PRICES/COSTS NSN: 0000-00-000-0000 SECURITY CLASS: Unclassified																													
0001AA	<p data-bbox="261 520 391 541"><u>MRC PROGRAM</u></p> <p data-bbox="261 600 760 674"> NOUN: NEW PROFILEMETER PRON: S63KSSG3SB PRON AMD: 01 ACRN: AA AMS CD: 42212300000 </p> <p data-bbox="261 705 721 833"> SHIP TO: ROCK ISLAND ARSENAL TRANSPORTATION OFFICE BLDG 299 MARKED FOR:AMSSB-RSO-DDN/MR. BILL MEYER ROCK ISLAND, IL 61299-5000 </p> <p data-bbox="444 863 699 884">(End of narrative B001)</p> <p data-bbox="261 970 503 991"><u>Packaging and Marking</u></p> <p data-bbox="261 1050 548 1071"><u>Inspection and Acceptance</u></p> <p data-bbox="261 1075 725 1096">INSPECTION: Origin ACCEPTANCE: Origin</p> <p data-bbox="261 1157 548 1178"><u>Deliveries or Performance</u></p> <table data-bbox="261 1182 846 1310"> <tr> <td>DOC</td> <td colspan="2">SUPPL</td> <td></td> <td></td> </tr> <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> </tr> <tr> <td>001</td> <td>W58HZ12324MM004</td> <td>Y00000</td> <td>M</td> <td>3</td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> <td></td> <td></td> </tr> <tr> <td>001</td> <td>1</td> <td>07-APR-2003</td> <td></td> <td></td> </tr> </table> <p data-bbox="261 1367 514 1388">FOB POINT: Destination</p> <p data-bbox="261 1421 782 1547"> SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO SCHEDULED DELIVERY DATE FOR ITEM REQUIRED UNDER THIS REQUISITION. </p> <p data-bbox="386 1608 725 1654"> <u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE20-03-P-0211/0000 </p>	DOC	SUPPL				<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	001	W58HZ12324MM004	Y00000	M	3	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>			001	1	07-APR-2003			1	EA	\$ 7,635.00000	\$ 7,635.00
DOC	SUPPL																													
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>																										
001	W58HZ12324MM004	Y00000	M	3																										
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>																												
001	1	07-APR-2003																												

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Name of Offeror or Contractor: MITUTOYO AMERICA CO

PACKAGING AND MARKING

PACKAGING OF THE PROFILOMETER IS TO BE ACCOMPLISHED USING BEST COMMERCIAL PACKAGING PRACTICES.

*** END OF NARRATIVE D 001 ***

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)

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)

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MOD/AMD

Name of Offeror or Contractor: MITUTOYO AMERICA CO

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	S63KSSG3SB	AA	2	21	32020000036N6N40P4221232512	S19130	36KSSG	W91A2K	\$ 7,635.00
	42212300000								
							TOTAL	\$	7,635.00

<u>SERVICE</u>	<u>TOTAL BY ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>	<u>ACCOUNTING</u>	<u>OBLIGATED</u>
<u>NAME</u>			<u>STATION</u>	<u>AMOUNT</u>
Army	AA	21 32020000036N6N40P4221232512 S19130	W91A2K	\$ 7,635.00
			TOTAL	\$ 7,635.00

Name of Offeror or Contractor: MITUTOYO AMERICA CO

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)

6	52.247-4545	PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION TACOM-RI	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

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)

CONTRACT CLAUSES

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

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

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

(IA7001)

7	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
8	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
9	52.212-4	CONTRACT TERMS AND CONDITIONS- COMMERCIAL ITEMS	FEB/2002
10	52.227-3	PATENT INDEMNITY	APR/1984
11	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR	MAY/1999

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Name of Offeror or Contractor: MITUTOYO AMERICA CO

12	52.243-1	REGISTRATION CHANGES - FIXED PRICE	AUG/1987
13	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
	DFARS		
14	252.204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION	NOV/2001
	DFARS		
15	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	MAR/1998
	DFARS		
16	252.225-7009	DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	AUG/2000
	DFARS		
17	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	DEC/2000
	DFARS		
18	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
	DFARS		
19	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
	DFARS		
20	252.246-7000	IA0527 WAS DELETED ON 25 FEB 03 AND REPLACED BY IA0536, MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
	DFARS		
21	52.213-4	TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS)	SEP/2002

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

Information to be inserted in Paragraph (c):

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

or

www.acq.osd.mil/dp/dars

(IF8001)

22	52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS	MAY/2002
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(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));

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Name of Offeror or Contractor: MITUTOYO AMERICA CO

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

____(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).

____(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

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MOD/AMD

Name of Offeror or Contractor: MITUTOYO AMERICA CO

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 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)

23	252.212-7001	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR	MAR/2003
	DFARS	EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL	
		ITEMS	

(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)

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MOD/AMD

Name of Offeror or Contractor: MITUTOYO AMERICA CO

(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 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 (Feb 2003)(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)

(IA6720)

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 13 of 13****PIIN/SIIN** DAAE20-03-P-0211**MOD/AMD****Name of Offeror or Contractor:** MITUTOYO AMERICA CO

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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)