

| | | | | | | | |
|--|--|--|--|--|--|---|--|
| SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS | | | | 1. Requisition Number SEE SCHEDULE | | Page 1 Of 22 | |
| Offeror To Complete Block 12, 17, 23, 24, & 30 | | | | | | | |
| 2. Contract No. DAAE20-00-D-0116 | | 3. Award/Effective Date 2000SEP28 | | 4. Order Number | | 5. Solicitation Number | |
| 7. For Solicitation Information Call: | | A. Name MARIA VERA | | B. Telephone Number (No Collect Calls) (309) 782-0154 | | 6. Solicitation Issue Date | |
| 9. Issued By TACOM-ROCK ISLAND AMSTA-LC-CSC-C ROCK ISLAND IL 61299-7630 | | Code W52H09 | | 10. This Acquisition Is | | 11. Delivery For FOB Destination Unless Block Is Marked | |
| e-mail: VERAM@RIA.ARMY.MIL | | | | <input type="checkbox"/> Unrestricted | | <input checked="" type="checkbox"/> See Schedule | |
| | | | | <input checked="" type="checkbox"/> Set Aside: % For | | <input checked="" type="checkbox"/> 13a. This Contract Is A Rated Order Under DPAS (18 CFR 700) | |
| | | | | <input checked="" type="checkbox"/> Small Business | | 13b. Rating DOA5 | |
| | | | | <input type="checkbox"/> Small Disadv Business | | 14. Method Of Solicitation | |
| <input type="checkbox"/> 8(A) | | SIC: 3495 | | <input type="checkbox"/> RFQ | | <input type="checkbox"/> IFB | |
| <input type="checkbox"/> Size Standard: | | | | <input type="checkbox"/> RFP | | | |
| 15. Deliver To SEE SCHEDULE | | Code | | 16. Administered By DCMC HARTFORD 130 DARLIN STREET EAST HARTFORD CT 06108-3234 | | | |
| Telephone No. | | | | Code S0701A | | | |
| 17. Contractor/Offeror COLTS MANUFACTURING COMPANY INC PO BOX 1868 HARTFORD CT 06144-1868 | | Code 13629 | | Facility | | 18a. Payment Will Be Made By DFAS COLUMBUS CENTER DFAS-CO-JNC/MINUTEMAN PO BOX 182266 COLUMBUS OH 43218-2362 | |
| Telephone No. | | | | | | Code SC1032 | |
| <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 | |
| | | SEE SCHEDULE Contract Expiration Date: 2005SEP30 (Attach Additional Sheets As Necessary) | | | | 23. Unit Price | |
| | | | | | | 24. Amount | |
| 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) JERRY L YOWELL /SIGNED/ YOWELLJ@RIA.ARMY.MIL (309) 782-6736 | | 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 | |
| | | | | | | | |
| 32c. Date | | | | 36. Payment <input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final | | 37. Check Number | |
| | | | | 38. S/R Account Number | | 39. S/R Voucher Number | |
| 41a. I Certify This Account Is Correct And Proper For Payment | | | | 42a. Received By (Print) | | | |
| 41b. Signature And Title Of Certifying Officer | | | | 42b. Received At (Location) | | | |
| 41c. Date | | | | 42c. Date Recd (YYMMDD) | | 42d. Total Containers | |

Name of Offeror or Contractor: COLTS MANUFACTURING COMPANY INC

SUPPLEMENTAL INFORMATION

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|---|-------------------------|---------------------------------|-------------|
| 1 | 52-201-4501 TACOM-RI | NOTICE ABOUT TACOM-RI OMBUDSMAN | NOV/1995 |

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-CM-CR (OMBUDSMAN)
 Rock Island IL 61299-7630
 Phone: (309) 782-3223
 Electronic Mail Address: AMSTA-CM-CR@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 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 required by DFARS 252.211-7005 contained in Section I:

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

Name of Offeror or Contractor: COLTS MANUFACTURING COMPANY INC

(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 APR/1999
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/>). In order to meet the DoD goal, TACOM has established an interim goal of "paperless" acquisition by 1 June 1999.

2. In response to these mandates, 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)

LS7012, Electronic Award Notice - TACOM-RI
(TACOM-RI 52.215-4511)

(End of clause)

(AS7004)

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

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MOD/AMD

Name of Offeror or Contractor: COLTS MANUFACTURING COMPANY INC

1. COMMERCIAL PROCEDURES AND CLAUSES UNDER FAR PART 12 "ACQUISITION OF COMMERCIAL ITEMS" AND FAR PART 13 "SIMPLIFIED ACQUISITION PROCEDURES" ARE BEING USED ON THIS CONTRACT. THE FOLLOWING APPLIES TO THIS PURCHASE:

2. ACCELERATED DELIVERY IS ACCEPTABLE AT NO ADDITIONAL COST TO THE GOVERNMENT.

3. This award is a firm fixed price Indefinite Delivery Indefinite Quantity (IDIQ) contract for a period of FIVE years. The guaranteed minimum quantity is as follows:

5,554 each Spring, Index

This quantity shall be awarded concurrently as Delivery Order 0001. Delivery order 0001 will be issued separately for this obligation. Additionally, the Government is under no obligation to place any additional orders under this contract.

4. This contract will covered the following items:

| Part Number | NSN/MCN | ITEM |
|-------------|------------------|-----------------------|
| 9390022 | 5360-01-233-8617 | Spring, Action |
| 9390027 | 5360-01-233-8616 | Spring, Locking |
| 12972695 | 5360-01-396-0256 | Spring, Disconnect |
| 12951020 | 5360-01-382-6802 | Spring, Index |
| 8448777 | 5360-00-007-4866 | Spring, Helical, Comp |

5. All delivery orders will be issued unilaterally with firm delivery dates. Delivery of quantity shall be 90 days After Receipt of Order in the following production quantity:

| Item No. | Item | Production Quantity Per Month |
|----------|----------------------|-------------------------------|
| 0001 | Spring Action | 5,000 each per month |
| 0002 | Spring, Locking | 20,000 each per month |
| 0003 | Spring, Disconnect | 10,000 each per month |
| 0004 | Spring, Index | 15,000 each per month |
| 0005 | Spring, Helical Comp | 10,000 each per month |

Attachment 02 Pricing Sheet, is hereby incorporated and made a part of this contract as Attachment 03.

6. The ordering periods covered by this contract are:

| | |
|------------------------|-------------------------------------|
| Ordering Period (OP) 1 | Award Date - 30 September 2001 |
| Ordering Period (OP) 2 | 01 October 2001 - 30 September 2002 |
| Ordering Period (OP) 3 | 01 October 2002 - 30 September 2003 |
| Ordering Period (OP) 4 | 01 October 2003 - 30 September 2004 |
| Ordering Period (OP) 5 | 01 October 2004 - 30 September 2005 |

*** END OF NARRATIVE A 001 ***

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

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MOD/AMD

Name of Offeror or Contractor: COLTS MANUFACTURING COMPANY INC

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

| Regulatory Cite | Title | Date |
|------------------------------|------------------------|----------|
| 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 FOLLOWING Technical Data Package Listing (TDPL)

THE FOLLOWING APPLIES TO PART NUMBERS

ITEM 0001 - 9390022, SPRING ACTION
 ITEM 0002 - 9390027, SPRING, LOCKING
 ITEM 0003 - 12972695, SPRING, DISCONNECT
 ITEM 0004 - 12951020, SPRING, INDEX

TDP M16-M4

TDPL DATE 11/16/99

NSN NOMENCLATURE M16, M4, COMBINED

ENGINEERING EXCEPTIONS: The following engineering changes apply to this procurement action(s):

PACKAGING FOR THE M16-M14 TDP IS NOT CERTIFIED AND MAY CONTAIN DISCREPANCIES, SUCH AS CANCELLED SPECIFICATIONS, IMPROPER PACKAGING METHODS, ETC. THE PACKAGING SECTION WAS NOT CERTIFIED BECAUSE NO PACKAGING DATA WAS INCLUDED IN THE TDP.

| DOCUMENT | DELETE | REPLACED WITH |
|-------------|--------------|----------------------|
| 8448522 | 8448524 | 12576280 |
| 8448673 | MIL-H-6088 | SAE AMS H 6088 |
| 12598101 | MIL-L-40000 | MIL-L-46000 |
| 8448510 | MIL-S-13165 | SAE AMS S 13165 |
| 8448512 | MIL-S-13165 | SAE AMS S 13165 |
| 8448502 | MIL-S-5000 | AMS 6415 OR AMS 6484 |
| 12012059 | MIL-S-5000 | AMS 6415 OR AMS 6484 |
| 12598617 | MIL-S-5000 | AMS 6415 OR AMS 6484 |
| 8448532 | MIL-S-7720 | SAE AMS S 7720 |
| 8448616 | QQ-A-225 | ASTM B211 |
| | QQ-A-200 | ASTM B221 OR B308 |
| 8448620 | QQ-A-225 | ASTM B211 |
| | QQ-A-200 | ASTM B211 OR B308 |
| 9349066 | QQ-A-225 | ASTM B211 |
| 9349067 | QQ-A-225 | ASTM B211 |
| 9349077 | QQ-A-225 | ASTM B211 |
| 9390024 | QQ-A-225 | ASTM B211 |
| 12597640 | QQ-A-225 | ASTM B211 |
| 12951018 | QQ-A-225 | ASTM B211 |
| 12951019 | QQ-A-225 | ASTM B211 |
| QAP8448522 | 8448665 | MS16626-3137 |
| QAP8448523 | QAP12576180 | QAP12576280 |
| QAP8436760 | FED-STD-151 | NO REPLACEMENT |
| 8448673 | MIL-H-6088 | SAE-AMS-H-6088 |
| QAP8448580 | MIL-STD-1189 | NO REPLACEMENT |
| QAP9349102 | MIL-STD-1189 | NO REPLACEMENT |
| QAP12012003 | MIL-STD-1189 | NO REPLACEMENT |
| QAP8448670 | MIL-H-6088 | NO REPLACEMENT |
| MIL-C-71186 | MIL-P-116 | NO REPLACEMENT |
| | MIL-A-70625 | NO REPLACEMENT |

CONTINUATION SHEET

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| | | |
|-------------|-------------------|-------------------------------|
| MIL-R-63997 | MIL-STD-45662 | NO REPLACEMENT |
| | MIL-I-45208 | NO REPLACEMENT |
| | MIL-P-116 | NO REPLACEMENT |
| | MIL-Q-9858 | NO REPLACEMENT |
| | MIL-STD-45662 | NO REPLACEMENT |
| MIL-C-70599 | MIL-I-45208 | NO REPLACEMENT |
| | MIL-P-116 | NO REPLACEMENT |
| | MIL-Q-9858 | NO REPLACEMENT |
| | MIL-A-70625 | NO REPLACEMENT |
| | MIL-STD-45662 | NO REPLACEMENT |
| 8443915 | MIL-STD-120 | NO REPLACEMENT |
| 8443949 | MIL-STD-120 | NO REPLACEMENT |
| MIL-R-71135 | MIL-P-116 | NO REPLACEMENT |
| | MIL-STD-45662 | NO REPLACEMENT |
| 8448511 | QQ-P-35 | ASTM-A967 |
| 8448538 | QQ-P-35 | ASTM-A967 |
| 8448574 | QQ-P-35 | ASTM-A967 |
| 8448583 | QQ-P-35 | ASTM-A967 |
| 8448586 | QQ-P-35 | ASTM-A967 |
| 8448589 | QQ-P-35 | ASTM-A967 |
| 8448590 | QQ-P-35 | ASTM-A967 |
| 8448593 | QQ-P-35 | ASTM-A967 |
| 8448594 | QQ-P-35 | ASTM-A967 |
| 8448597 | QQ-P-35 | ASTM-A967 |
| 8448598 | QQ-P-35 | ASTM-A967 |
| 8448611 | QQ-P-35 | ASTM-A967 |
| 8448614 | QQ-P-35 | ASTM-A967 |
| 8448629 | QQ-P-35 | ASTM-A967 |
| 8448633 | QQ-P-35 | ASTM-A967 |
| 8448637 | QQ-P-35 | ASTM-A967 |
| 8448659 | QQ-P-35 | ASTM-A967 |
| 8448671 | QQ-P-35 | ASTM-A967 |
| 8448787 | QQ-P-35 | ASTM-A967 |
| 9349109 | QQ-P-35 | ASTM-A967 |
| 9349116 | QQ-P-35 | ASTM-A967 |
| 9390022 | QQ-P-35 | ASTM-A967 |
| 9390027 | QQ-P-35 | ASTM-A967 |
| 12006359 | TT-V-121 | A-A-1800 |
| 12972654 | CAGE CODE 94499 | CAGE CODE 71984 |
| | DOW CORNING CORP | DOW CORNING CORP |
| | 50 COMMERCE DR. | 2200 W. SALZBURG ROAD |
| | TRUMBULL,CT 06611 | AUBURN, MI 48611 |
| | MOLYKOTE G-n | MOLYKOTE G-n METAL ASSY PASTE |

DELETE QAP'S 8436764 AND 8448538 WITHOUT REPLACEMENT.

DELETE PL12006359 FROM THE TDP.

QAP8448593 - ON PAGE 3, PART IV, UNDER CHARACTERISTIC 302:
CHG "5.4.1 OF MIL-STD-171" TO "DWG 8448593, NOTE 4".

QAP8448611 - ON PAGE 2, PART III, UNDER CHARACTERISTIC 302:
CHG "5.4.1 OF MIL-STD-171" TO DWG 8448611".

QAP9349116 - ON PAGE 3, PART IV, UNDER CHARACTERISTIC 302:
CHG "5.4.1 OF MIL-STD-171" TO DWG "9349116, NOTE 14".

REPLACE "STM-1..." IN PART X OF QAP8448580, "STM-1..." IN PART X OF QAP9349102, AND "5.2..." IN PART X OF QAP12012003 WITH THE FOLLOWING: "BAR CODE READABILITY. A READABILITY TEST SHALL BE PERFORMED ON THE BAR CODES ON A SAMPLE OF LOWER RECEIVERS RANDOMLY SELECTED FROM EACH LOT. SAMPLING SHALL BE IN ACCORDANCE WITH MIL-STD-1916 VERIFICATION LEVEL III.A SUCCESSFUL SCAN IS ACHIEVED WHEN A BAR CODE IS READ WITH THREE OR FEWER ATTEMPTS USING A GOV-

CONTINUATION SHEET

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MOD/AMD

Name of Offeror or Contractor: COLTS MANUFACTURING COMPANY INC

ERNMENT APPROVED WAND TYPE SCANNER IN BOTH THE VISIBLE LIGHT SPECTRUM (633 nm) AND THE NEAR-INFRARED SPECTRUM (800 nm). THESE REQUIREMENTS APPLY WHEN THE SCANNERS ARE BEING USED IN ACCORDANCE WITH CORRECT OPERATING PROCEDURES AS SPECIFIED BY THE SCANNER MANUFACTURER. A MINIMUM OF 97 PERCENT OF THE BAR CODES SHALL BE SUCCESSFULLY READ WITHIN THE ABOVE PARAMETERS."

The following Government Acceptance Inspection Equipment (AIE) design drawings, cited elsewhere in the technical data, are appropriate for use during performance of this contract to inspect the applicable characteristics

- o All AIE designs specified for critical Characteristics/Defects
o Other -Lists by citing individual drawing numbers or equipment list(s).

NONE

All other Government AIE designs which are cited in the Technical Data Package List or in any of the documents in the technical data package are no longer being maintained by the Government, may not reflect the latest component configuration and are, therefore, included for information purposes only. Except for the AIE designs listed above, the contractor is responsible for the design and submission to the Government for review of all other AIE in accordance with Clause specified elsewhere in Section E of this contract.

In all QAPs (Quality Assurance Provisions): Delete MIL-STD-105 and associated AQLs and replace with MIL-STD-1916, Verification Level III for major characteristics and Verification Level II for Minor characteristics

ADD: ECP G6Q2012, SHEETS 6 THRU 22 (INCLUDES QAP12977382)

THE FOLLOWING IS APPLICABLE TO ITEM 0005 - PART NUMBER 8448777 - SPRING, HELICAL

CONTRACT C WORKSHEET

PRON M203GL-ALL AMC AMSC ATC

TDP M203GL-ALL TDPL DATE 10/18/99

NSN NOMENCLATURE M203GL-ALL/40MM LAUNCHERS

ENGINEERING EXCEPTIONS: The following engineering changes apply to this procurement action(s):

PACKAGING FOR THE M203GL-ALL TDP IS NOT CERTIFIED. THE PACKAGING SECTION WAS NOT CERTIFIED BECAUSE NO PACKAGING DATA WAS INCLUDED IN THE TDP.

Table with 3 columns: DOCUMENT, DELETE, REPLACE WITH. Rows include document numbers like 12011988, 8448359, 12002970, 12598617, 12598618, 8448302 and their corresponding replacement information.

Name of Offeror or Contractor: COLTS MANUFACTURING COMPANY INC

| | | |
|----------|-------------|----------------------|
| 8448303 | " | " |
| 8448312 | " | " |
| 8448324 | " | " |
| 8448332 | " | " |
| 8448340 | " | " |
| 8448342 | " | " |
| 8448348 | " | " |
| 8448373 | " | " |
| 8448774 | " | " |
| 8448341 | " | " |
| 12011998 | MIL-S-18729 | AMS 6350 OR AMS 6345 |
| 12957127 | " | " |
| 12987978 | " | " |
| 8448322 | " | " |
| 12012006 | QQ-A-225/9 | ASTM B211 |
| | QQ-A-200/11 | ASTM B221 OR B308 |
| 8448338 | QQ-A-200/11 | ASTM B221 OR B308 |
| 12982965 | MIL-L-19538 | MIL-L-81352 |
| 12598113 | QQ-A-225/9 | ASTM B211 |
| 8448313 | QQ-A-225/6 | ASTM B211 |
| 12982965 | 12977325 | 12597125 |

(CS6100)

| | | | |
|---|-------------|-------------------------------|----------|
| 2 | 52.210-4501 | PHOSPHATE COATING REQUIREMENT | MAR/2000 |
| | TACOM-RI | | |

The following requirements regarding phosphate coating are applicable to this solicitation and any resultant contract in addition to those requirements set forth in specification MIL-DTL-16232G as called out on the drawings with a finish per paragraphs 5.3.1 and 5.3.2 of MIL-STD-171.

a. Paragraph 3.1 of MIL-DTL-16232G refers to "Preproduction Inspection". The appropriate address to which phosphate coating procedures should be sent by the contractor is Commander, Tank-automotive and Armaments Command - Rock Island site, ATTN: AMSTA-LC-CSC-C, Rock Island, IL 61299-7630. The contract number must be cited on all phosphate coating procedures being submitted to TACOM-RI for review and approval. Procedures shall include product name and manufacturer of all chemicals to be used. All processes, equipment, and controls used for phosphating shall be described in detail.

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

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

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

(End of clause)

(CS6510)

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Name of Offeror or Contractor: COLTS MANUFACTURING COMPANY INC

PACKAGING AND MARKING

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

| | | | |
|---|-------------------------|-------------------------------------|----------|
| 1 | 52.211-4503 TACOM-RI | PACKAGING REQUIREMENTS (COMMERCIAL) | FEB/2000 |
|---|-------------------------|-------------------------------------|----------|

a. The preservation, packing, and marking requirements shall be accomplished in accordance with the performance requirements defined herein.

b. The following Packaging requirements shall apply:

Preservation: COMMERCIAL

Level of Packing: COMMERCIAL

Quantity Per Unit Package: 01

Quantity of Unit Packages Per Intermediate Container: N/A

(1) Packaging - Preservation, packaging, packing, unitization and marking furnished by the supplier shall provide protection for a minimum of one year and meet or exceed the following requirements:

(i) Cleanliness - Items shall be free of dirt and other contaminants which would contribute to the deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservatives applied to the item for protection are not considered contaminants.

(ii) Preservation - Items susceptible to corrosion of deterioration shall be provided protection such as preservative coatings, volatile corrosion inhibitors, or desiccated unit packs.

(iii) Cushioning - Items requiring protection from physical and mechanical damage (e.g., fragile, sensitive, material critical) or which could cause physical damage to other items, shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handling and shipment.

(2) Unit package:

(i) Unit Package - A unit package shall be so designed and constructed that it will contain the contents with no damage to the item(s), and with minimal damage to the unit pack during shipment and storage in the shipping container, and will allow subsequent handling. The outermost component of a unit package shall be a container such as a sealed bag, carton, or box.

(ii) Unit Package Quantity - Unless otherwise specified, the unit package quantity shall be one each part, set assembly, kit, etc.

(3) Intermediate Package:

(i) Intermediate packaging is required whenever the quantity is over one (1) gross of the same national stock number and when such use enhances handling and inventorying, or whenever the exterior surfaces of the unit pack is a bag of any type, regardless of the size, or whenever the unit pack is less than 64 cubic inches, or when the weight of the unit pack is under five (5) pounds and no dimension is over twelve (12) inches. Intermediate containers shall be limited to a maximum of 100 unit packs, a net load of 40 pounds, or a maximum volume of 1.5 cubic feet, whichever occurs first.

(4) Packing:

(i) Unit packages and intermediate packages not meeting the requirements for a shipping container shall be packed in shipping containers. All shipping containers shall be the most cost effective and shall be of minimum cube to contain and protect the items.

(ii) Shipping Containers - The shipping container (including any necessary blocking, bracing, cushioning, or waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination at the lowest tariff cost. The shipping container shall be capable of multiple handling, stacking at least ten feet high, and storage under favorable conditions (such as enclosed facilities) for a minimum of one year.

c. Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall not exceed 4,000 pounds and should not exceed 52 inches in length or width, or 54 inches in height. The load shall be contained in a manner that will permit safe handling during shipment and storage.

d. Marking: All unit packages, intermediate packs, exterior shipping containers, and as applicable, unitized loads shall be

| | | |
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marked in accordance with MIL-STD-129, Revision N, Date 15 MAY 97, including bar coding, see AIM-BC1, Uniform Symbology Specification (USS)-39, Document Number X5-2. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract or not. Special markings include, but are not limited to, shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive material will not identify the nature of the material.

e. Hazardous Materials: In addition to the general instructions listed above, hazardous materials or items as defined in CFR Title 49 are also subject to all applicable Department of Transportation regulations for packaging/packing, marking, labeling, container certification, and transport as listed in Code of Federal Regulations Title 49, Parts 100-180. If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers.

f. Quality Assurance: The contractor is responsible for establishing a quality system. Full consideration to examinations, inspections, and tests will be given to ensure the acceptability of the commercial package.

g. SUPPLEMENTAL INSTRUCTIONS:

(End of clause)

(DS6413)

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INSPECTION AND ACCEPTANCE

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|---|------------------------|--------------------------------------|-------------|
| 1 | 52.246-2 | INSPECTION OF SUPPLIES - FIXED-PRICE | AUG/1996 |
| 2 | 52.246-15 | CERTIFICATE OF CONFORMANCE | APR/1984 |

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DELIVERIES OR PERFORMANCE

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|---|-------------------------|--|-------------|
| 1 | 52.247-29 | F.O.B. ORIGIN | JUN/1988 |
| 2 | 52.247-61 | F.O.B. ORIGIN - MINIMUM SIZE OF SHIPMENTS | APR/1984 |
| 3 | 52.247-65 | F.O.B. ORIGIN, PREPAID FREIGHT - SMALL PACKAGE SHIPMENTS | JAN/1991 |
| 4 | 52.247-4531 TACOM-RI | COGNIZANT TRANSPORTATION OFFICER | MAY/1993 |

(a) The contract administration office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:

(1) Submit, as necessary, DD Form 1659, Application for U.S. Government Bill(s) of Lading/Export Traffic Release, in triplicate at least ten days prior to date supplies will be available for shipment;

(2) Obtain shipping instructions as necessary for F.O.B. Destination delivery; and

(3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and movement control, including air and water terminal clearances.

(4) For FMS, at least 10 days in advance of actual shipping date the contractor should request verification of 'Ship to' and 'Notification' address from the appropriate DCMAO.

(b) The contract administration office will provide to the contractor data necessary for shipment marking and freight routing.

(c) The contractor shall not ship directly to a Military air or water port terminal without authorization by the designated point of contact.

(End of Clause)

(FS7240)

All delivery orders will be issued unilaterally with firm delivery dates. Delivery of quantity shall be 90 days After Receipt of Order in the following production quantity:

| Item No. | Item | Production Quantity Per Month |
|----------|----------------------|-------------------------------|
| 0001 | Spring Action | 5,000 each per month |
| 0002 | Spring, Locking | 20,000 each per month |
| 0003 | Spring, Disconnect | 10,000 each per month |
| 0004 | Spring, Index | 15,000 each per month |
| 0005 | Spring, Helical Comp | 10,000 each per month |

*** END OF NARRATIVE F 001 ***

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CONTRACT ADMINISTRATION DATA

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|---|-------------------------|-------------------------------|-------------|
| 1 | 52.232-4500 TACOM-RI | CONTRACT PAYMENT INSTRUCTIONS | AUG/1997 |

The paying office shall ensure that the invoice/voucher is disbursed from each ACRN as indicated on the invoice/voucher.

(End of clause)

(GS7016)

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SPECIAL CONTRACT REQUIREMENTS

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|---|-------------------------|-----------------------------------|-------------|
| 1 | 52.227-4576 TACOM-RI | M16 LICENSE AGREEMENT REQUIREMENT | MAR/1995 |

A license agreement between Colt Industries and the United States Government requires the items procured under this contract to be manufactured exclusively in the United States Territory. The United States Territory is defined as the fifty states, District of Columbia, and the territories, island possessions and protectorates of the United States of America. An offeror under this solicitation, by submitting a bid/proposal, certifies that if awarded a contract, all items being procured will be manufactured exclusively within the United States Territory and agrees that any failure to have the items so manufactured will be a material breach of the contract.

(End of contract)

(HS7502)

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CONTRACT CLAUSES

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|----|------------------------|---|-------------|
| 1 | 52.211-15 | DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS | SEP/1990 |
| 2 | 52.219-6 | NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE | JUL/1996 |
| 3 | 52.233-1 | DISPUTES | JAN/1999 |
| 4 | 52.242-10 | F.O.B. ORIGIN - GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE | APR/1984 |
| 5 | 52.243-1 | CHANGES - FIXED PRICE | AUG/1987 |
| 6 | 52.246-1 | CONTRACTOR INSPECTION REQUIREMENTS | APR/1984 |
| 7 | 252.204-7003 DFARS | CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT | APR/1992 |
| 8 | 252.225-7009 DFARS | DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS) | AUG/2000 |
| 9 | 252.225-7025 DFARS | RESTRICTION ON ACQUISITION OF FORGINGS | JUN/1997 |
| 10 | 252.231-7000 DFARS | SUPPLEMENTAL COST PRINCIPLES | DEC/1991 |
| 11 | 252.242-7000 DFARS | POSTAWARD CONFERENCE | DEC/1991 |
| 12 | 252.242-7003 DFARS | APPLICATION FOR U.S. GOVERNMENT SHIPPING | DEC/1991 |
| 13 | 252.243-7001 DFARS | PRICING OF CONTRACT MODIFICATIONS | DEC/1991 |
| 14 | 252.246-7000 DFARS | MATERIAL INSPECTION AND RECEIVING REPORT | DEC/1991 |
| 15 | 52.212-5 | CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS | AUG/2000 |

(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:

X (1) 52.222-3, Convict Labor (E.O. 11755); and

X (2) 52.225-13, Restrictions on Certain Foreign Purchases (E.O.'s 12722, 12724, 13059, and 13067).

X (3) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR and FIRMR 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));

____ (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).

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____ (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).

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

____(13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (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 Disabled Veterans and Veterans of the Vietnam Era (38.U.S.C. 4212).

____(16)(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)).

X ____ (17) 52.225-1, Buy American Act - Balance of Payments Program - Supplies (41 U.S.C. 10a-10d).

____(18)(i) 52.225-3, Buy American Act - North American Free Trade Agreement - Israeli Trade Act - Balance of Payments Program (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.

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

____(20) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 13059, 13067, 13121, and 13129).

____(21) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

____(22) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).

X ____ (23) 52.232-33, Payment by Electronic Funds Transfer - Central Contractor Registration (31 U.S.C. 3332).

____(24) 52.232-34, Payment by Electronic Funds - Other than Central Contractor Registration (31 U.S.C. 3332).

____(25) 52.232-36, Payment by Third Party (31 U.S.C.3332).

____(26) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a)

X ____ (27)(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.).

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____(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.).

____(6) 52.222-50, Nondisplacement of Qualified Workers (Executive Order 12933).

(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, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era Veterans (38 U.S.C. 2012(a));

(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)

(IP6260)

16 52.216-18 ORDERING

OCT/1995

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from THE DATE OF AWARD through 30 SEPTEMBER 2005.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

End of Clause

(IP6155)

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17 52.216-19 ORDER LIMITATIONS OCT/1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than PRICING SPREADSHEET, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor -

- (1) Any order for a single item in excess of PRICING SPREADSHEET;
- (2) Any order for a combination of items in excess of PRICING SPREADSHEET or
- (3) A series of orders from the same ordering office within SEVEN days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within FOURTEEN days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

(IF6029)

18 52.216-22 INDEFINITE QUANTITY OCT/1995

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) 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 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 30 SEPTEMBER 2005.

(End of clause)

(IF6036)

19 252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR MAR/2000
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.

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

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

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

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

252.225-7007 Buy American Act--Trade Agreements--Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note).

252.225-7012 Preference for Certain Domestic Commodities.

252.225-7014 Preference for Domestic Speciality Metals (10 U.S.C. 2241 note).

252.225-7015 Preference for Domestic Hand or Measuring Tools (10 U.S.C. 2241 note).

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

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

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

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

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

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

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

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

252.247-7023 Transportation of Supplies by Sea (____Alternate I)
(____Alternate II)(10 U.S.C. 2631).

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

(b) 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 (10 U.S.C. 2241 note).

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

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

(End of clause)

(IA6720)

20 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH AUG/1995
CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT

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

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed the small purchase

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limitation at FAR 13.000, to disclose to the Contractor, in writing whether as of the time of award of the subcontract, the subcontractor, or its principals is or is not debarred, suspended, or proposed for debarment by the Federal Government.

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

(1) The name of the subcontractor.

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

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

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

(End of Clause)

(IF7212)

21 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT OCT/1997

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

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

(End of Clause)

(IF7003)

22 52.242-12 REPORT OF SHIPMENT (RESHIP) JUL/1995

Unless otherwise directed by the Contracting Officer, the Contractor shall send a prepaid notice of shipment to the consignee transportation officer for all shipments of classified material, protected sensitive, and protected controlled material; explosives and poisons, classes A and B; radioactive materials requiring the use of a III bar label; or when a truckload/carload shipment of supplies weighing 20,000 pounds or more, or a shipment of less weight that occupies the full visible capacity of a railway car or motor vehicle, is given to any carrier (common, contract or private) for transportation to a domestic (i.e., within the United States excluding Alaska or Hawaii, or if shipment originates in Alaska or Hawaii within Alaska or Hawaii, respectively) destination (other than a port for export). The notice shall be transmitted by rapid means to be received by the consignee transportation officer at least 24 hours before the arrival of the shipment. The Government bill of lading, commercial bill of lading or letter or other document that contains all of the following shall be addressed and sent promptly to the receiving transportation officer. This document shall be prominently identified by the Contractor as being a 'Report of Shipment' or 'RESHIP FOR T.O.'

Message Example:

REPSHIP FOR T.O. 81 JUN 01

TRANSPORTATION OFFICER

DEFENSE DEPOT, MEMPHIS, TENN.

SHIPPED YOUR DEPOT 1981 JUN 1 540 CTNS MENS COTTON TROUSERS, 30,240 LB, 1728 CUBE, VIA XX-YY*

CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN DAAE20-00-D-0116

MOD/AMD

Name of Offeror or Contractor: COLTS MANUFACTURING COMPANY INC

IN CAR NO.XX 123456**-GBL***-C98000031****CONTRACT DLA...ETA***-JUNE 5 JONES & CO., JERSEY CITY, N.J.

*Name of rail carrier, trucker, or other carrier.

**Vehicle identification.

***Government bill of lading.

****If not shipped by GBL, identify lading document and state whether by paid by contractor.

*****Estimated time of arrival.

(End of Clause)

(IF7221)

23 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS AUG/2000
DFARS

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

(b) Offerors are encouraged to propose SPI process in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI process accepted at specific facilities is available via the Internet in PDF format at http://www.dcmc.hq.dla.mil/dcmc_o/oc/spi/files/dbreport/files/modified.pdf and in Excel format at http://www.dcmc.hq.dla.mil/dcmc_o/oc/spi/files/dbreport/files/modified.xls.

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

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

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

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

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

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

(Offeror insert information for each SPI process)

SPI Process: _____

Facility: _____

Military or Federal Specification or Standard: _____

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

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 22 of 22**

PIIN/SIIN DAAE20-00-D-0116

MOD/AMD

Name of Offeror or Contractor: COLTS MANUFACTURING COMPANY INC

process is lan acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror -

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

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

(End of Clause)

(IA7009)