

| ORDER FOR SUPPLIES OR SERVICES | | | | | | Form Approved | Page 1 Of 20 |
|---|---|--|--|---|--|---------------------------------|--|
| 1. Contract/Purch Order No. DAAE20-00-P-0451 | | 2. Delivery Order No. | | 3. Date Of Order 2000AUG29 | 4. Requisition/Purch Request No. SEE SCHEDULE | | 5. Certified for National Defense Under DMS Reg 1 Priority DXA5 |
| 6. Issued By TACOM-ROCK ISLAND AMSTA-LC-CAW-A VICKIE BUZZELL (309) 782-4650 ROCK ISLAND IL 61299-7630 EMAIL: BUZZELLV@RIA.ARMY.MIL | | | Code W52H09 | 7. Administered By (If other than 6) DCMC PHILADELPHIA PO BOX 11427 PHILADELPHIA PA 19111-0427 SCD A PAS NONE ADP PT SC1012 | | Code S3915A | |
| 9. Contractor YOST EDWARD W CO 340 N WALES RD P O BOX 5093 CENTER SQUARE PA 19422-0810 | | | Code 8H739 | Facility Code | 10. Deliver To FOB Point By (Date) SEE SCHEDULE | | 11. Mark If Business Is <input checked="" type="checkbox"/> Small <input type="checkbox"/> Small Disadvantaged <input type="checkbox"/> Woman-Owned |
| TYPE BUSINESS: Other Small Business Performing in U.S. | | | | | 12. Discount Terms | | |
| 14. Ship To SEE SCHEDULE | | | Code | 15. Payment Will Be Made By DFAS-COLUMBUS CENTER DFAS-CO-JNF/NEW DOMINION P O BOX 182041 COLUMBUS OH 43218-2041 | | Code SC1018 | Mark All Packages And Papers With Contract Or Order Number |
| 16. T O Y R P D E E R O F | Delivery | This delivery order is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract. | | | | | |
| | Purchase | X | Reference your <input type="checkbox"/> Oral; <input checked="" type="checkbox"/> Written Quotation DAAE2000T0201, Dated 2000JUL12 furnish the following on terms specified herein. Acceptance. The Contractor Hereby Accepts The Offer Represented By The Numbered Purchase Order As It May Previously Have Been Or Is Now Modified, Subject To All Of The Terms And Conditions Set Forth, And Agrees To Perform The Same. | | | | |
| Name Of Contractor | | Signature | | Typed Name And Title | | Date Signed | |
| <input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies: | | | | | | | |
| 17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE SEE SCHEDULE | | | | | | | |
| 18. Item No. | 19. Schedule Of Supplies/Service SEE SCHEDULE CONTRACT TYPE: Firm-Fixed-Price KIND OF CONTRACT: Supply Contracts and Priced Orders | | | 20. Quantity Ordered/ Accepted* | 21. Unit | 22. Unit Price | 23. Amount |
| * If quantity accepted by the Government is sameas quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle. | | | | 24. United States Of America By: CINDY PETERMAN /SIGNED/ PETERMANC@RIA.ARMY.MIL (309) 782-4634 | | 25. Total 29. Differences | \$60,759.00 |
| 26. Quantity In Column 20 Has Been <input type="checkbox"/> Inspected <input type="checkbox"/> Received <input type="checkbox"/> Accepted And Conforms To Contract Except As Noted Date _____ Signature Of Authorized Govt Representative _____ | | | | 27. Ship. No. <input type="checkbox"/> Partial <input type="checkbox"/> Final | 28. D.O. Voucher No. | 30. Initials | |
| 36. I certify this account is correct and proper for payment Date _____ Signature And Title Of Certifying Officer _____ | | | | 31. Payment <input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final | 32. Paid By | 33. Amount Verified Correct For | 34. Check Number |
| 37. Received At | 38. Received By | 39. Date Received | 40. Total Containers | 41. S/R Account No. | 42. S/R Voucher No. | | 35. Bill Of Lading No. |

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

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MOD/AMD

Name of Offeror or Contractor: YOST EDWARD W CO

SUPPLEMENTAL INFORMATION

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

| | | |
|---|---|----------|
| 1 | HQ, DA NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES | JUL/1993 |
|---|---|----------|

(a) In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the Clean Air Act, 42 U.S.C. 7671a(a), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.

(b) To comply with this statute, the Government has conducted a best efforts screening of the specifications and standards associated with this acquisition to determine whether they contain any ODS requirements. To the extent that ODS requirements were revealed by this review they are identified in Section C with the disposition determined in each case.

(c) If offerors possess any special knowledge about any other ODSs required directly or indirectly at any level of contract performance, the U.S. Army would appreciate if such information was surfaced to the Contracting Officer for appropriate action. To preclude delay to the procurement, offerors should provide any information in accordance with FAR 52.214-6 or 52.215-14 as soon as possible after release of the solicitation and prior to the submission of offers to the extent practicable. It should be understood that there is no obligation on offerors to comply with this request and that no compensation can be provided for doing so.

(AA7020)

| | | |
|---|---|----------|
| 2 | 52-201-4501 NOTICE ABOUT TACOM-RI OMBUDSMAN TACOM-RI | 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)

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| Name of Offeror or Contractor: YOST EDWARD W CO | | |

5 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)

6 52.233-4503 AMC-LEVEL PROTEST PROGRAM JUN/1998
TACOM-RI

(OCTOBER 1996)

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command
Office of Command Counsel
ATTN: AMCCC-PL
5001 Eisenhower Avenue
Alexandria, VA 22333-0001

Facsimile number (703) 617-4999/5680
Voice Number (703) 617-8176

The AMC-level protest procedures are found at:

http://www.amc.army.mil/amc/command_counsel/protest/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)

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52.246-4538
TACOM-RI

CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2

JUN/1998

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) 782-7603.

(END OF CLAUSE)

(AS7502)

1. Request your quote remain valid for 90 days.
2. Please provide your DUNS number: _____
3. Please provide you CAGE or FSCM Code: _____

*** END OF NARRATIVE A 001 ***

THE TAXPAYERS ID NUMBER IS 231690396.

*** END OF NARRATIVE A 002 ***

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Reference No. of Document Being Continued
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Name of Offeror or Contractor: YOST EDWARD W CO

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT | | | | | | | | | | | | | | | | | | |
|-------------------|--|-----------------|-----------------|-----------------|---------------|-----------------|--------------|-----|----------------|--------|---|--|---|-------------------|-----------------|-----------------|-----|-----|-------------|--|--|--|--|
| | SUPPLIES OR SERVICES AND PRICES/COSTS | | | | | | | | | | | | | | | | | | | | | | |
| 0001 | <u>Supplies or Services and Prices/Costs</u> | | | | | | | | | | | | | | | | | | | | | | |
| 0001AA | <u>PRODUCTION QUANTITY</u> | 157 | EA | \$ 387.00000 | \$ 60,759.00 | | | | | | | | | | | | | | | | | | |
| | NSN: 1290-01-429-2389 NOUN: GRIP ASSEMBLY FSCM: 19200 PART NR: 12282088-1 SECURITY CLASS: Unclassified PRON: M102A029M1 PRON AMD: 03 ACRN: AA AMS CD: 060011JEBL1 | | | | | | | | | | | | | | | | | | | | | | |
| | <u>Packaging and Marking</u> Contractor's are directed to refer to Section D of this solicitation for Packaging and Marking requirements. (End of narrative D001) | | | | | | | | | | | | | | | | | | | | | | |
| | <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin | | | | | | | | | | | | | | | | | | | | | | |
| | <u>Deliveries or Performance</u> DOC SUPPL <table border="0"> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>001</td> <td>W52H090138H635</td> <td>W25G1U</td> <td>J</td> <td></td> <td>1</td> </tr> </table> <table border="0"> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> </tr> <tr> <td>001</td> <td>157</td> <td>02-APR-2001</td> </tr> </table> | <u>REL CD</u> | <u>MILSTRIP</u> | <u>ADDR</u> | <u>SIG CD</u> | <u>MARK FOR</u> | <u>TP CD</u> | 001 | W52H090138H635 | W25G1U | J | | 1 | <u>DEL REL CD</u> | <u>QUANTITY</u> | <u>DEL DATE</u> | 001 | 157 | 02-APR-2001 | | | | |
| <u>REL CD</u> | <u>MILSTRIP</u> | <u>ADDR</u> | <u>SIG CD</u> | <u>MARK FOR</u> | <u>TP CD</u> | | | | | | | | | | | | | | | | | | |
| 001 | W52H090138H635 | W25G1U | J | | 1 | | | | | | | | | | | | | | | | | | |
| <u>DEL REL CD</u> | <u>QUANTITY</u> | <u>DEL DATE</u> | | | | | | | | | | | | | | | | | | | | | |
| 001 | 157 | 02-APR-2001 | | | | | | | | | | | | | | | | | | | | | |
| | FOB POINT: Destination | | | | | | | | | | | | | | | | | | | | | | |
| | SHIP TO: <u>PARCEL POST ADDRESS</u> (W25G1U) XU TRANSPORTATION OFFICER DDSP NEW CUMBERLAND FACILITY BUILDING MISSION DOOR 113 134 NEW CUMBERLAND PA 17070-5001 | | | | | | | | | | | | | | | | | | | | | | |
| | <u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE20-00-P-0451/0000 | | | | | | | | | | | | | | | | | | | | | | |
| 0002 | <u>Supplies or Services and Prices/Costs</u> | | | | | | | | | | | | | | | | | | | | | | |
| | <u>DATA ITEM</u> | | | \$ ** NSP ** | \$ ** NSP ** | | | | | | | | | | | | | | | | | | |
| | NOUN: DD FORM 1423 SECURITY CLASS: Unclassified Contractor will prepare and deliver the technical data in accordance with the requirements, quantities and schedules set forth in the Contract Data Requirements Lists (DD Form 1423), Exhibit A. A DD 250 IS NOT REQUIRED. | | | | | | | | | | | | | | | | | | | | | | |

CONTINUATION SHEET

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| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| | <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> | | | | |

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 8 of 20****PIIN/SIIN** DAAE20-00-P-0451**MOD/AMD****Name of Offeror or Contractor:** YOST EDWARD W CO8 252.225-7008 SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY
DFARS

MAR/1998

In accordance with paragraph (a) of the Duty-Free Entry clause and/or paragraph (b) of the Duty-Free Entry--Qualifying Country End Products and Supplies clause of this contract, the following supplies are accorded duty-free entry:

None unless entered by the Contracting Officer at the time of award.

(BA6701)

| | | |
|---------------------------|---|--|
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|---------------------------|---|--|

Name of Offeror or Contractor: YOST EDWARD W CO

(c) Other specifications and standards included in this TDP/SOW that specify use of an ODS/ODC and have been approved for use are as follows:

N/A

(d) NOTE: Offerors are requested, although not obligated, to perform their own screening of the TDP specifications and standards or SOW and identify any additional potential ODS/ODC to the Contracting Officer.

(End of Clause)

(CS6191)

12 52.248-4502 CONFIGURATION MANAGEMENT DATA INTERFACES MAR/1999
TACOM-RI

The contractor may submit Engineering Change Proposal (ECPs), Value Engineering Change Proposals (VECPs), Request for Deviations (RFDs), and Notice of Revisions (NORs) for the documents in the Technical Data Package (TDP). The contractor shall prepare these documents in accordance with Table DIP4-1 of MIL-STD-2549. The contractor is not responsible for the documentation of the logistics support impact of proposed ECPs.

These documents shall be submitted on the WWW via the Engineering Changes At Light Speed (ECALS) Worldwide Web page and in accordance with the enclosed DD Form 1423, Contract Data Requirements Lists.

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

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

(End of Clause)

(CS7108)

13 52.211-4501 PACKAGING REQUIREMENTS (SPECIAL PACKAGING INSTRUCTIONS) FEB/2000
TACOM-RI

a. Military preservation, packing, and marking shall be accomplished in accordance with the specific requirements identified below, all the applicable requirements of MIL-STD-2073-1, Revision C, Date 1 OCT 96 and the Special Packaging Instruction contained in the TDP.

Preservation: MILITARY
Level of Packing: B
Quantity Per Unit Package: 001
SPI Number: P12282088-1, Rev --, DATED 4 NOV 96

b. 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.

c. Marking: In addition to any special markings called out on the SPI, all unit packages, intermediate packs, exterior shipping containers, and as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision N, Date 15 MAY 97, including bar coding in accordance with ANSI/AIM-BC1, Uniform Symbology Specification Code 39.

d. This SPI has been validated and the method of preservation/packing has proven successful in meeting the needs of the military distribution system, including indeterminate storage and shipment throughout the world. Special instructions and/or tailoring of the SPI is detailed in the Supplemental Instructions in paragraph e below. A prototype package is required to validate the sizes and fit requirements of the SPI. Minor dimensional and size changes are acceptable provided the contractor notifies the Administrative Contracting Officer.60 days prior to delivery. Any design changes or changes in the method of preservation that provide a cost savings without degrading the method of preservation or packing or affecting the serviceability of the item will be considered and responded to within 10 days of submission to the Contracting Officer and the Administrative Contracting Officer. Government reserves the right to require testing to validate alternate industrial preservation methods,

Name of Offeror or Contractor: YOST EDWARD W CO

materials, alternate blocking, bracing, cushioning, and packing.

e. SUPPLEMENTAL INSTRUCTIONS:

(End of clause)

(DS6411)

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)

| | | | |
|----|-------------|---|----------|
| 14 | 52.246-2 | INSPECTION OF SUPPLIES - FIXED-PRICE | AUG/1996 |
| 15 | 52.246-4025 | HIGHER LEVEL CONTRACT REQUIREMENT, TACOM QUALITY SYSTEM REQUIREMENT | OCT/1997 |
| | TACOM-RI | | |

(a) As the contractor, you shall implement and maintain a quality system that ensures the functional and physical conformity of all products or services you furnish under this contract. Your quality system shall achieve (1) defect prevention and (2) process control, providing adequate quality controls throughout all areas of contract performance.

(b) Your quality system may be based on (1) international quality standards such as ISO 9003, or (2) military, or (3) commercial, or (4) national quality standards. You represent that your performance under this contract will be in accordance with your quality system, which is in compliance with:

- () ISO 9001
- () ISO 9002
- () ISO 9003
- () QS 9000
- () ANSI/ASQ Q9001
- () ANSI/ASQ Q9002
- () ANSI/ASQ Q9003
- () Other, specifically _____

NOTE: If you check the "other" block because you intend to use an in-house quality system, or one based on a commercial national or international standard not identified above, then in addition to identifying your proposed system in the space above, to the right of the word "other", you must attach a description of this system to your offer in response to the solicitation, so we can assess its suitability. If you receive a contract award, your proposed quality system will be required by the contract.

(c) Certification of compliance for the quality system you identify above, by an independent standards organization or auditor, does not need to be furnished to us under this contract. However, you may attach a copy of such certification with your offer in response to the solicitation, as proof of system compliance.

(d) At any point during contract performance, we have the right to review your quality system to assess its effectiveness in meeting contract requirements.

(End of Clause)

(ES7443)

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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)

| | | | |
|----|-----------|---|----------|
| 16 | 52.242-15 | STOP-WORK ORDER | AUG/1989 |
| 17 | 52.242-17 | GOVERNMENT DELAY OF WORK | APR/1984 |
| 18 | 52.247-48 | F.O.B. DESTINATION - EVIDENCE OF SHIPMENT | FEB/1999 |
| 19 | 52.211-16 | VARIATION IN QUANTITY | APR/1984 |

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

Zero percent (0%) increase

Zero percent (0%) decrease.

This increase or decrease shall apply to the total contract quantity.

(FF7020)

| | | | |
|----|-------------------------|----------------------------------|----------|
| 20 | 52.247-4531 TACOM-RI | COGNIZANT TRANSPORTATION OFFICER | MAY/1993 |
|----|-------------------------|----------------------------------|----------|

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

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

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

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

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

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

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

(End of Clause)

(FS7240)

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Name of Offeror or Contractor: YOST EDWARD W CO

CONTRACT ADMINISTRATION DATA

| LINE | PRON/ | OBLG | JOB | ACCOUNTING | OBLIGATED | | | | |
|-------------|---------------|------------------|--------------|----------------|---------------|--------|-------|-----------|-----------|
| <u>ITEM</u> | <u>AMS CD</u> | <u>ACRN STAT</u> | <u>ORDER</u> | <u>STATION</u> | <u>AMOUNT</u> | | | | |
| 0001AA | M102A029M1 | AA 2 | 97 | X4930AC9G 6D | 26KB S11116 | W52H09 | \$ | 60,759.00 | |
| 060011JEBL1 | | | | | | | | | |
| | | | | | | | TOTAL | \$ | 60,759.00 |

| SERVICE | ACCOUNTING | OBLIGATED | |
|-------------|----------------|---------------|--------------|
| <u>NAME</u> | <u>STATION</u> | <u>AMOUNT</u> | |
| Army | W52H09 | \$ 60,759.00 | |
| | | TOTAL | \$ 60,759.00 |

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(3) Use 'Y' if the item is a commercial item; otherwise, use 'N'. If 'Y' is listed, the Offeror need not complete the remaining columns in the table.

(4) For items of supply, list all sources. For technical data, list the source.

(5) For items of supply, list each source's part number for the item.

(6) Use 'Y' if the source of supply is the actual manufacturer; 'N' if it is not; and 'U' if unknown.

(End of clause)

NOTE:

a. An original and one copy of the information required above, shall be provided to the Contracting Officer at the address set forth in Section G, or block 7 of the SF33 (or in block 6 of the DD Form 1155).

b. In the event that additional sources of supply are identified and utilized after the submittal required by paragraph (b) above, the Contractor will provide the required information for each additional source of supply not later than the date of final delivery of the applicable Contract Line Item.

(End of Clause)

(HA7705)

| | | | |
|----|-------------|----------------------------|----------|
| 23 | 52.239-4500 | YEAR 2000 (Y2K) COMPLIANCE | NOV/1998 |
| | TACOM-RI | | |

a. In the event that this contract calls for the delivery of any data processing hardware, software and/or firmware (to be referred to as information technology), such deliverables shall be required to perform accurate date/time processing involving dates subsequent to December 31, 1999. The information technology shall by Year 2000 compliant upon delivery.

b. Definition. Year 2000 compliant means information technology that accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations. Furthermore, year 2000 compliant information technology, when used in combination with other information technology properly exchanges date/time data with it.

(End of clause)

(HS7506)

| | | | |
|----|-------------|--|----------|
| 24 | 52.247-4545 | PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION | MAY/1993 |
| | TACOM-RI | | |

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: _____

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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)

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)

| | | | |
|----|-----------------------|---|----------|
| 25 | 52.211-5 | MATERIAL REQUIREMENTS | AUG/2000 |
| 26 | 52.211-15 | DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS | SEP/1990 |
| 27 | 52.219-6 | NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE | JUL/1996 |
| 28 | 52.219-14 | LIMITATIONS ON SUBCONTRACTING | DEC/1996 |
| 29 | 52.222-1 | NOTICE TO THE GOVERNMENT OF LABOR DISPUTES | FEB/1997 |
| 30 | 52.222-21 | PROHIBITION OF SEGREGATED FACILITIES | FEB/1999 |
| 31 | 52.223-6 | DRUG-FREE WORKPLACE | JAN/1997 |
| 32 | 52.232-33 | PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION | MAY/1999 |
| 33 | 52.243-1 | CHANGES - FIXED PRICE | AUG/1987 |
| 34 | 252.204-7003 DFARS | CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT | APR/1992 |
| 35 | 252.204-7004 DFARS | REQUIRED CENTRAL CONTRACTOR REGISTRATION | MAR/2000 |
| 36 | 252.225-7001 DFARS | BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM | MAR/1998 |
| 37 | 252.225-7002 DFARS | QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS | DEC/1991 |
| 38 | 252.225-7009 DFARS | DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS) | MAR/1998 |
| 39 | 252.225-7014 DFARS | PREFERENCE FOR DOMESTIC SPECIALTY METALS - ALTERNATE I | MAR/1998 |
| 40 | 252.225-7016 DFARS | RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS | AUG/1998 |
| 41 | 252.231-7000 DFARS | SUPPLEMENTAL COST PRINCIPLES | DEC/1991 |
| 42 | 252.242-7000 DFARS | POSTAWARD CONFERENCE | DEC/1991 |
| 43 | 252.243-7001 DFARS | PRICING OF CONTRACT MODIFICATIONS | DEC/1991 |
| 44 | 252.246-7000 DFARS | MATERIAL INSPECTION AND RECEIVING REPORT | DEC/1991 |
| 45 | 52.213-4 | TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) | JUL/2000 |

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

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46 52.217-6 EVALUATED OPTION FOR INCREASED QUANTITY MAR/1990

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

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

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

d. The Contracting Officer may exercise the evaluated option at any time preceding 365 Calendar days after award by giving written notice to the Contractor.

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

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

g. Offered Unit Prices for the Option Quantities are:

Unit PriceEvaluated Option
(F.O.B. Origin)

\$ _____ CLIN 0001

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

(End of Clause)

(IF6080)

47 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)

48 52.227-1 AUTHORIZATION AND CONSENT JUL/1995

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

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consent hereinabove granted.

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

(End of clause)

(IF7220)

49

52.245-9

USE AND CHARGES (DEVIATION)

APR/1984

(a) Definitions.

As used this clause -

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

Government property means property owned or leased by the Government.

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

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

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

(b) General.

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

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

(c) Rental charge.

(1) Real property and associated fixtures.

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

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

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

(2) Other government property. the Contractor may elect to calculate the final rental charge using the appraisal method described in paragraph (c)(1) of this clause subject to the constraints therein or the following formula in which rental time

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shall be expressed in increments of not less than one hour with portions of hours rounded to the next higher hour -

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

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

(d) Rental payments.

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

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

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

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

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

(End of clause)

(IF7121)

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52.252-6

AUTHORIZED DEVIATIONS IN CLAUSES

APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of '(DEVIATION)' after the date of the clause.

(b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of '(DEVIATION)' after the name of the regulation.

(End of clause)

(IF7016)

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LIST OF ATTACHMENTS

The following documents are hereby attached by reference and form a part of this acquisition. These documents are available in electronic format on the internet at <http://aais.ria.army.mil/aais/SOLINFO/index.htm>. Vendors should ensure that they have the correct revisions in their possession prior to submitting a bid proposal/quote.

| <u>List of Addenda</u> | <u>Title</u> | <u>Date</u> | <u>Number of Pages</u> |
|----------------------------|---|-------------|----------------------------|
| Attachment 1A | Instruction for Completed DD Form 1423 | JUN 90 | 1 Pg |
| Attachment 2A | IOC Form 715-3 | FEB 96 | 2 Pgs |
| Attachment 3A | AMCCOM Form 71-R | 01OCT88 | 2 Pgs |
| Attachment 4A | Guidance on Document of Contractor Data Requirements List (CDRL) | | 2 Pgs |
| Attachment 5A | Disclosure of Lobbying Activities (SF-LLL) | | 3 Pgs |

(End of Clause)

(JS7001)