

AWARD/CONTRACT		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)	▶	Rating DOA5	Page 1 Of 40	
2. Contract (Proc. Inst. Ident) No. DAAE20-01-C-0061		3. Effective Date 2001APR30		4. Requisition/Purchase Request/Project No. SEE SCHEDULE		
5. Issued By TACOM-ROCK ISLAND AMSTA-LC-CSC-C MARY ROBBINS (309)782-3818 ROCK ISLAND IL 61299-7630 e-mail address: ROBBINSM@RIA.ARMY.MIL		Code W52H09	6. Administered By (If Other Than Item 5) DCMC DENVER ORCHARD PLACE 2 5975 GREENWOOD PLAZA BLVD SUITE 200 ENGLEWOOD CO 80111-4715 SCD C PAS NONE ADP PT HQ0339			Code S0602A
7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code) CAPCO INCORPORATED 1328 WINTERS AVENUE GRAND JUNCTION CO 81502 TYPE BUSINESS: Other Small Business Performing in U.S.			8. Delivery <input checked="" type="checkbox"/> FOB Origin <input type="checkbox"/> Other (See Below)			
Code 04099 Facility Code			9. Discount For Prompt Payment			
11. Ship To/Mark For SEE SCHEDULE			10. Submit Invoices (4 Copies Unless Otherwise Specified) ▶ Item 12 To The Address Shown In:			
11. Ship To/Mark For SEE SCHEDULE			12. Payment Will Be Made By DFAS COLUMBUS CENTER WEST ENTITLEMENT OPERATIONS PO BOX 182381 COLUMBUS OH 43218-2381			
13. Authority For Using Other Than Full And Open Competition: <input checked="" type="checkbox"/> 10 U.S.C. 2304(c)(3) <input type="checkbox"/> 41 U.S.C. 253(c)			14. Accounting And Appropriation Data SEE SECTION G			
15A. Item No.	15B. Schedule Of Supplies/Services	15C. Quantity	15D. Unit	15E. Unit Price	15F. Amount	
SEE SCHEDULE	CONTRACT TYPE: Firm-Fixed-Price			KIND OF CONTRACT: Supply Contracts and Priced Orders		
15G. Total Amount Of Contract ▶					\$22,740,040.96	

16. Table Of Contents

(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
Part I - The Schedule				Part II - Contract Clauses			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	28
X	B	Supplies or Services and Prices/Costs	5	Part III - List Of Documents, Exhibits, And Other Attachments			
X	C	Description/Specs./Work Statement	9	X	J	List of Attachments	38
X	D	Packaging and Marking	12	Part IV - Representations And Instructions			
X	E	Inspection and Acceptance	13	K	Representations, Certifications, and Other Statements of Offerors		
X	F	Deliveries or Performance	17	L	Instrs., Conds., and Notices to Offerors		
X	G	Contract Administration Data	22	M	Evaluation Factors for Award		
X	H	Special Contract Requirements	23				

Contracting Officer Will Complete Item 17 Or 18 As Applicable

17. <input checked="" type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return 2 signed copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)		18. <input type="checkbox"/> Award (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.	
19A. Name And Title Of Signer (Type Or Print)		20A. Name Of Contracting Officer JERRY L YOWELL YOWELLJ@RIA.ARMY.MIL (309)782-6736	
19B. Name of Contractor By _____ (Signature of person authorized to sign)	19c. Date Signed	20B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)	20C. Date Signed

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 2 of 40**

PIIN/SIIN DAAE20-01-C-0061

MOD/AMD

Name of Offeror or Contractor: CAPCO INCORPORATED

SECTION A - SUPPLEMENTAL INFORMATION

ITEM: M16A1 MODIFICATION KIT

NSN: 1005-01-234-2252

P/N: 12556127

1. THIS CONTRACT IS A REPROCUREMENT FOR A PARTIALLY TERMINATED CONTRACT DAAE20-98-C-0113 WITH COLT'S MANUFACTURING COMPANY, INCORPORATED, FOR A QUANTITY OF 90,181 M16A1 MODIFICATION KITS. THE TERMS AND CONDITIONS OF THE ORIGINAL SOLICITATION DAAE20-97-R-0019 HAVE BEEN UPDATED TO REFLECT ALL CURRENT CONTRACT CLAUSES AND ATTACHMENTS.

2. CLINS 0001AM, 0001AN, 0001AP, 0001AQ, AND 0001AR HAVE BEEN ESTABLISHED FOR THE QUANTITIES.

3. THE DELIVERY SCHEDULE IS SET FORTH IN SECTION B OF THIS CONTRACT.

4. CLAUSE "ES6045" "GOVERNMENT FURNISHED AMMUNITION" IS REVISED TO REFLECT THE CHANGE IN QUANTITIES FROM THE PREVIOUS CONTRACT.

5. BEST VALUE PROCEDURES ARE DELETED AND REPLACED BY PRICE EVALUATION ONLY. CONSEQUENTLY, THE FOLLOWING ARE HEREBY DELETED:

- A. PARAGRAPH L-8 AND M8 OF THE BASIC SOLICITATION ARE HEREBY DELETED.
- B. ATTACHMENT 036 - M16A1 RIFLE MODIFICATION KIT PRICING PAGE
- C. ATTACHMENT 037 - SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS
- D. ATTACHMENT 038 - SECTION M - EVALUATION FACTORS FOR AWARD.

6. THE OPTION PROVISION IN THE BASIC SOLICITATION IS NO LONGER VALID, THEREFORE THE FOLLOWING IS HEREBY DELETED:

- A. 52.217-6 (IF6080) - EVALUATION OPTION FOR INCREASED QUANTITY
- B. 52.217-5 (MF7009) - EVALUATION OF OPTIONS

7. FIRST ARTICLE TEST REPORT IS WAIVED FOR THIS CONTRACT, THEREFORE, THE FOLLOWING CLAUSES ARE DELETED:

- A. ES6031 - FIRST ARTICLE TEST (CONTRACTOR TESTING) ACALA - 52.209-4512
- B. IF7116 - FIRST ARTICLE APPROVAL - CONTRACTOR TESTING ALTERNATE I AND ALTERNATE II FAR 52.209-3
- C. LF7009 - WAIVER OF FIRST ARTICLE APPROVAL, FAR 9.306(c)
- D. MF7009 - FIRST ARTICLE APPROVAL, FAR 9.306(c)

8. NARRATIVE A-7 IN SECTION A OF THE SOLICITATION IS HEREBY DELETED.

9. CLAUSE CS6100 HAS BEEN REVISED.

10. CLAUSE DS6404 IS REPLACED BY DS6411 (CLAUSE INCORPORATED).

11. THE SECTION E CLAUSES OF THE SOLICITATION ARE REPLACED BY THE FOLLOWING CLAUSES:

- ES7025 - HIGHER LEVEL CONTRACT REQUIREMENT
- ES7011 - DESTRUCTIVE TESTING
- ES7018 - ACCEPTANCE INSPECTION EQUIPMENT (AIE)
- ES7016 - CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP)2 2000
- ES6551 - GOVERNMENT FURNISHED TEST SUPPORT EQUIPMENT
- ES6045 - GOVERNMENT FURNISHED AMMUNITION (ES6025 HAS BEEN DELETED)

12. THE FOLLOWING CLAUSES ARE HEREBY DELETED:

- 252.232-7006 (IA0605) - REDUCTION OR SUSPENSION OF CONTRACT PAYMENTS UPON FINDING OF FRAUD
- 252.247-7023 (HA7502) - TRANSPORTATION OF SUPPLIES BY SEA
- 252.247-7024 (HA7503) - NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA
- 52.246-4500 (HS6502) - MATERIAL INSPECTION AND RECEIVING REPORTS (DD FORM 250)
- 52.222-28 (IF0059) - EQUAL OPPORTUNITY PREAWARD CLEARANCE OF SUBCONTRACTS

13. THE FOLLOWING CLAUSES ARE INCORPORATED:

- 252.247-7023 (HA0760) - TRANSPORTATION OF SUPPLIES BY SEA
- 252.247-7024 (HA0761) - NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA
- 52.246-4500 (HS6510) - MATERIAL INSPECTION AND RECEIVING REPORTS (DD FORM 250)
- 252.201-7000 (IA0700) - CONTRACTING OFFICER'S REPRESENTATIVE
- 252.204-7004 (IA0766) - REQUIRED CENTRAL CONTRACTOR REGISTRATION
- 52.233-1 (IF0013) - DISPUTES

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 3 of 40**

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MOD/AMD

Name of Offeror or Contractor: CAPCO INCORPORATED

52.201-1 (IF0197) - DEFINITIONS
 52.248-1 (IF0487) - VALUE ENGINEERING

14. THE FOLLOWING ATTACHMENTS ARE DELETED:

ATTACHMENT 002 - SF LLL
 ATTACHMENT 003 - AMCCOM FORM 71-R
 ATTACHMENT 012 - DELETED AND REPLACE BY ATTACHMENT 049
 ATTACHMENT 018 - RESERVED ON THE BASIC

15. THE FOLLOWING ATTACHMENTS ARE INCORPORATED:

ATTACHMENT 045 - CAPCO, INC. LETTER DATED MARCH 30, 2001
 ATTACHMENT 046 - ENGINEERING CHANGE PROPOSAL L8Q2001 (TO BE MAILED WITH TECHNICAL DATA PACKAGE)
 ATTACHMENT 047 - ENGINEERING CHANGE PROPOSAL L9S3042 (TO BE MAILED WITH TECHNICAL DATA PACKAGE)
 ATTACHMENT 048 - DRAWING 9349063 CHANGE
 ATTACHMENT 049 - SPECIAL PACKAGING INSTRUCTION 12556127

16. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

*** END OF NARRATIVE A 006 ***

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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A-1	HQ, DA NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES	JUL/1993
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(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)

A-2	52-201-4501 NOTICE ABOUT TACOM-RI OMBUDSMAN TACOM-RI	NOV/1995
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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

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 4 of 40
	PIIN/SIIN DAAE20-01-C-0061 MOD/AMD	

Name of Offeror or Contractor: CAPCO INCORPORATED

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

c. The buyer's name, phone number and address are on the cover page of this solicitation.

d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:

U.S. Army TACOM-RI
AMSTA-AQ-AR (OMBUDSMAN)
Rock Island IL 61299-7630
Phone: (309) 782-3223
Electronic Mail Address: AMSTA-AQ-AR@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)

A-3 52.227-4577 NOTICE OF M16 SERIES RIFLE REQUIREMENTS MAR/1995
TACOM-RI

(a) This solicitation and any resulting contract include documents in the Technical Data Package (TDP) which are proprietary. As such, the TDP is subject to the 'Disposition of Drawings and Specifications' clause contained in Section H of this document.

(b) This procurement action is governed by a license agreement between Colt Industries and the United States Government. As such, this solicitation and any resulting contract are subject to the 'M16 License Agreement Requirement' clause contained in Section H of this document.

(End of clause)

(AS7501)

A-4 52.245-4576 NOTICE OF DEMILITARIZATION REQUIREMENT MAR/1995
TACOM-RI

This solicitation and any resulting contract are subject to the 'Demilitarization - Small Arms Weapons and Parts, and Accessories (Category I - Munitions List Items)' clause contained in Section H of this document.

(End of clause)

(AS7500)

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAE20-01-C-0061 MOD/AMD

Name of Offeror or Contractor: CAPCO INCORPORATED

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																								
0001	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS <u>Supplies or Services and Prices/Costs</u> <u>PRODUCTION QUANTITY</u> SECURITY CLASS: Unclassified <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin	90181	EA	\$ 252.16000																									
0001AM	<u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE/OV</u> NSN: 1005-01-234-2252 NOUN: M16A1 RIFLE MOD KIT FSCM: 19200 PART NR: 12556127 SECURITY CLASS: Unclassified PRON: U19A3R25M1 PRON AMD: 02 ACRN: AA CUSTOMER ORDER NO: FD20609941353 <u>Packaging and Marking</u> <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>FD206082408010</td> <td>FY1346</td> <td>J</td> <td></td> <td>1</td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> <td colspan="3"></td> </tr> <tr> <td>001</td> <td>2,796</td> <td>05-NOV-2001</td> <td colspan="3"></td> </tr> </table> FOB POINT: Origin SHIP TO: <u>PARCEL POST ADDRESS</u> (FY1346) FY1346 DDDA-T NO REQUISITIONING SUPPLEMENTAL SHIP-TO ONLY 7 FRANKFORD AVE ANNISTON AL 36201-4199	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	FD206082408010	FY1346	J		1	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>				001	2,796	05-NOV-2001				2796	KT	\$ 252.16000	\$ 705,039.36
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>																								
001	FD206082408010	FY1346	J		1																								
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>																											
001	2,796	05-NOV-2001																											
0001AN	<u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE/OV</u> NSN: 1005-01-234-2252 NOUN: M16 RIFLE MOD KIT, 5.56MM FSCM: 19200 PART NR: 12556127 SECURITY CLASS: Unclassified PRON: U16A3R81M1 PRON AMD: 02 ACRN: AB CUSTOMER ORDER NO: FD20609642804 <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin	222	KT	\$ 252.16000	\$ 55,979.52																								

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAE20-01-C-0061 MOD/AMD

Name of Offeror or Contractor: CAPCO INCORPORATED

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AP	<p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 FD206052638010B FY1346 J 1 <u>DEL REL CD QUANTITY DEL DATE</u> 001 204 05-NOV-2001 002 18 05-DEC-2001</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (FY1346) FY1346 DDDA-T NO REQUISITIONING SUPPLEMENTAL SHIP-TO ONLY 7 FRANKFORD AVE ANNISTON AL 36201-4199</p> <p><u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE/OV</u></p> <p>NSN: 1005-01-234-2252 NOUN: M16A1 RIFLE MOD KIT FSCM: 19200 PART NR: 12556127 SECURITY CLASS: Unclassified PRON: U17A1R25M1 PRON AMD: 02 ACRN: AC CUSTOMER ORDER NO: FD20609742801</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 FD206062128015A FY1346 J 1 <u>DEL REL CD QUANTITY DEL DATE</u> 001 2,982 05-DEC-2001 002 3,000 04-JAN-0200 003 3,000 05-FEB-2002 004 3,000 05-MAR-2002 005 3,000 05-APR-2002 006 3,000 06-MAY-2002 007 3,000 05-JUN-2002 008 3,000 05-JUL-2002 009 3,000 05-AUG-2002 010 3,000 05-SEP-2002 011 3,000 04-OCT-2002</p>	49354	KT	\$ 252.16000	\$ 12,445,104.64

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAE20-01-C-0061 MOD/AMD

Name of Offeror or Contractor: CAPCO INCORPORATED

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	012 3,000 05-NOV-2002				
	013 3,000 05-DEC-2002				
	014 3,000 06-JAN-2003				
	015 3,000 05-FEB-2003				
	016 3,000 05-MAR-2003				
	017 1,372 04-APR-2003				
	FOB POINT: Origin				
	SHIP TO: <u>PARCEL POST ADDRESS</u> (FY1346) FY1346 DDDA-T NO REQUISITIONING SUPPLEMENTAL SHIP-TO ONLY 7 FRANKFORD AVE ANNISTON AL 36201-4199				
0001AQ	<u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE/OV</u>	23640	KT	\$ 252.16000	\$ 5,961,062.40
	NSN: 1005-01-234-2252 NOUN: M16A1 RIFLE MOD KIT FSCM: 19200 PART NR: 12556127 SECURITY CLASS: Unclassified PRON: U18A3R35M1 PRON AMD: 02 ACRN: AD CUSTOMER ORDER NO: FD20609842801				
	<u>Packaging and Marking</u>				
	<u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin				
	<u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 FD206072518011 FY1346 J 1 <u>DEL REL CD QUANTITY DEL DATE</u> 001 1,628 04-APR-2003 002 3,000 05-MAY-2003 003 3,000 05-JUN-2003 004 3,000 04-JUL-2003 005 3,000 05-AUG-2003 006 3,000 05-SEP-2003 007 3,000 06-OCT-2003 008 3,000 05-NOV-2003 009 1,012 05-DEC-2003				

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAE20-01-C-0061 MOD/AMD

Name of Offeror or Contractor: CAPCO INCORPORATED

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0001AR	<p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (FY1346) FY1346 DDDA-T NO REQUISITIONING SUPPLEMENTAL SHIP-TO ONLY 7 FRANKFORD AVE ANNISTON AL 36201-4199</p> <p><u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE/OV</u></p> <p>NSN: 1005-01-234-2252 NOUN: M16A1 MOD KIT FSCM: 19200 PART NR: 12556127 SECURITY CLASS: Unclassified PRON: U11A0R37M1 PRON AMD: 02 ACRN: AE CUSTOMER ORDER NO: FD20600141153</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <p>DOC SUPPL</p> <table border="1"> <thead> <tr> <th>REL CD</th> <th>MILSTRIP</th> <th>ADDR</th> <th>SIG CD</th> <th>MARK FOR</th> <th>TP CD</th> </tr> </thead> <tbody> <tr> <td>001</td> <td>FD206010450001</td> <td>FY1346</td> <td>J</td> <td></td> <td>1</td> </tr> </tbody> </table> <table border="1"> <thead> <tr> <th>DEL REL CD</th> <th>QUANTITY</th> <th>DEL DATE</th> </tr> </thead> <tbody> <tr> <td>001</td> <td>1,988</td> <td>05-DEC-2003</td> </tr> <tr> <td>002</td> <td>3,000</td> <td>05-JAN-2004</td> </tr> <tr> <td>003</td> <td>3,000</td> <td>05-FEB-2004</td> </tr> <tr> <td>004</td> <td>3,000</td> <td>05-MAR-2004</td> </tr> <tr> <td>005</td> <td>3,000</td> <td>05-APR-2004</td> </tr> <tr> <td>006</td> <td>181</td> <td>05-MAY-2004</td> </tr> </tbody> </table> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (FY1346) FY1346 DDDA-T NO REQUISITIONING SUPPLEMENTAL SHIP-TO ONLY 7 FRANKFORD AVE ANNISTON AL 36201-4199</p>	REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	001	FD206010450001	FY1346	J		1	DEL REL CD	QUANTITY	DEL DATE	001	1,988	05-DEC-2003	002	3,000	05-JAN-2004	003	3,000	05-FEB-2004	004	3,000	05-MAR-2004	005	3,000	05-APR-2004	006	181	05-MAY-2004	14169	KT	\$ 252.16000	\$ 3,572,855.04
REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD																																	
001	FD206010450001	FY1346	J		1																																	
DEL REL CD	QUANTITY	DEL DATE																																				
001	1,988	05-DEC-2003																																				
002	3,000	05-JAN-2004																																				
003	3,000	05-FEB-2004																																				
004	3,000	05-MAR-2004																																				
005	3,000	05-APR-2004																																				
006	181	05-MAY-2004																																				

Name of Offeror or Contractor: CAPCO INCORPORATED

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-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 inclosed Technical Data Package Listing - TDPL 12556127 with revisions in effect as of 01 OCT 96 (except as follows):

DOCUMENT	DELETE	REPLACE WITH
SPI 12556127	REV C	REV D (HARD COPY) 2 SHEETS

ADD THE FOLLOWING ENGINEERING CHANGE PROPOSALS

- G5S3091
- G5S3099
- G6S3012
- L7S3035
- G6S3036
- G6S3135
- G6S3147
- G6S3149
- G6S3157
- G6S3160
- L7S3006
- L7S3030
- L7S3041
- L7S9451

THE FOLLOWING GOVERNMENT ACCEPTANCE INSPECTION EQUIPMENT (AIE) DESIGNS 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 NONE
- o OTHERS - LIST 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 CURRENT BY THE GOVERNMENT, AND MAY NOT REFLECT THE LATEST COMPONENT CONFIGURATION AND ARE, THEREFORE, INCLUDED FOR INFORMATIONAL 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 EES7015 SPECIFIED ELSEWHERE IN SECTION E OF THIS CONTRACT.

THE FOLLOWING EXCEPTIONS ARE ADDED AS OF 03 APR 00:

DOCUMENT	DELETE	REPLACE WITH
8448532	MIL-S-7720	SAE AMS S 7720
12597640	QQ-A-225	ASTM B 211
9349066	"	"
9349067	"	"
9349077	"	"
12597640	QQ-A-225/5	ASTM B 211
"	QQ-A-225/6 & 8	ASTM B 211
9349066	QQ-A-225/9	ASTM B 211
9349067	"	"
9349077	"	"
8448574	QQ-P-35	ASTM A 967 OR SAE AMS QQ-P-35
8448614	"	"
8448659	"	"
8448787	"	"
9349109	"	"
9349116	"	"

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(CS6100)

C-2 52.210-4511 STATEMENT OF WORK - OZONE DEPLETING CHEMICALS MAR/1994
TACOM-RI

(a) (1) Specifications and standards, which identify ODCs among alternative substances for use, are part of this TDP/SOW as follows:

N/A

(2) The above specifications and standards allow the optional use of Ozone Depleting Substances (ODS) or Ozone Depleting Chemicals (ODC). Preference should be given to the Non-ODS/ODC choices in compliance with Executive Order 12843, dated April 21, 1993, 'Procurement Requirements and Policies for Federal Agencies for Ozone Depleting Substances .

(b) Other specifications and standards containing ODS/ODC materials and included in this TDP/SOW for which a substitute is provided and must be used are as follows:

N/A

(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)

C-3 52.247-4503 STATEMENT OF WORK - TRANSPORTATION SECURITY REQUIREMENTS MAY/1993
TACOM-RI

Supplies procured under this contract are identified as Sensitive Category IV, requiring Transportation Protective Service (TPS) in accordance with DOD 5100.76M (Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives) and AR 55-355/DLAR 4500.3 (Defense Traffic Management Regulation) as added to or amended by applicable military service policies in accordance with guidance provided by Defense Logistics Agency (DLA)/Defense Contract Management Command (DCMC) or other components assigned to provide contract administration services (CAS) within designated/delegated geographic areas as specified under DOD 4105.59H, DOD Directory of Contract Administration Service Components, dated January 1985, and subsequent issues thereof for offshore/OCONUS procurements.

(End of Statement of Work)

(CS6101)

C-4 52.247-4504 TRANSPORTATION SECURITY REQUIREMENTS FOR CONTRACTOR-TO-CONTRACTOR MAY/1993
TACOM-RI SHIPMENTS

(a) Supplies procured or furnished under this contract/subcontract, which are shipped between two or more contractors, and which are qualified as sensitive in accordance with DOD 5100.76M (Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives), or are shipped as DOT Class A or B Explosives, require special Transportation Protective Service (TPS) during shipment from all points of origin to all destinations. TPS will be equivalent to the DOD security standard for the applicable sensitivity category or explosive class identified under DOD 5100.76M and AR 55-355/DLAR 4500.3 (Defense Traffic Management Regulation) as added to or amended by applicable military service policies in accordance with guidance provided by Defense Logistics Agency (DLA)/Defense Contract Management Command (DCMC).

(b) Shipper's Defense Contract Management District/Area Operations (DCMD/DCMAO) transportation offices will furnish assistance in providing the sensitive category of items to be shipped, determining the TPS required, and obtaining the TPS from commercial carriers as

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necessary.

(c) This clause must be entered in all contracts/subcontracts at any tier.

(End of statement of work)

(CS7115)

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SECTION D - PACKAGING AND MARKING

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
D-1	52.211-4501 TACOM-RI	PACKAGING REQUIREMENTS (SPECIAL PACKAGING INSTRUCTIONS)	FEB/2000

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 -1-, Date -2- and the Special Packaging Instruction contained in the TDP.

Preservation: MILITARY
Level of Packing: B
Quantity Per Unit Package: 001
SPI Number: 12556127M REV D, DATE 06/17/97

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

e. SUPPLEMENTAL INSTRUCTIONS: NA

(End of clause)

(DS6411)

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d. Items to be furnished by the Government shall be ordered from the Contracting Officer at the Tank-Automotive and Armaments Command, ATTN: AMSTA-LC-CSC-C/MARY ROBBINS, Rock Island, IL 61299-7630, not later than thirty (30) days prior to the desired delivery date.

e. The above items will be furnished on a loan basis and are intended for joint usage by the Contractor and the Government Representative to accomplish basic testing on this contract. The loaned items shall not be modified or altered in any manner, and shall be maintained and returned in as good condition as when loaned; fair wear and tear excepted.

f. When weapons are furnished, the Contractor shall take extraordinary precautions in safeguarding the items from theft or unauthorized use, and shall comply with physical security standards for sensitive items when required for the weapons by other provision of this contract. The Contractor shall also be responsible for cleaning and oiling the weapons at specified intervals and at the end of each day's firing, and for properly caring for the weapons when not in use.

g. The Contractor shall, within thirty (30) calendar days after Government acceptance of all items on this contract, provide an inventory list of all remaining Government furnished equipment to the Contracting Officer. Within forty-five (45) days after receipt of the inventory list, the Contracting Officer will provide the Contractor with disposition instructions.

h. The above items shall be preserved, packaged, and packed by the Contractor at the Contractor's expense, in a manner to ensure safe arrival at the issuing agency, utilizing the same or equivalent container as originally provided.

i. The foregoing requirements are in addition to any requirements placed upon the Contractor by the applicable Government Property clause in Section I of this contract.

(End of clause)

(ES6551)

E-5 52.246-4025 HIGHER LEVEL CONTRACT REQUIREMENT, TACOM QUALITY SYSTEM REQUIREMENT - OCT/2000
TACOM-RI ALTERNATE II

(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. Your quality system shall, at a minimum, comply with the requirements of an ISO 9002 system.

(b) Your quality system may be based on (1) international quality standards such as ISO 9002, or (2) commercial, or (3) national quality standards. NOTE: Systems such as ISO 9003 are unacceptable for this procurement. You represent that your performance under this contract will be in accordance with your quality system, which is in compliance with:

- () ISO 9001
- (X) ISO 9002
- () QS 9000
- () ANSI/ASQ 9001
- () ANSI/ASQ 9002

(c) Certification of compliance for the quality system you identify above, by an independent standards organization or auditor, is not required.

(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)

(ES7025)

E-6 52.246-4531 ACCEPTANCE INSPECTION EQUIPMENT (AIE) MAR/2001
TACOM-RI

(a) The contractor shall use a calibration system with traceability to a national or international standard for the AIE used on this contract.

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a. The (CP)2-2000 program is a voluntary program open to all contractors. The program is a unified effort between the Government and the Contractor to confirm the development, use and continuous improvement of quality operations. Implementation and continuous improvement are measured and documented through independent audits and follow on reporting. For more information on the (CP)2-2000 program, please contact the Contracting Officer.

b. The Government will not delay processing of this solicitation to afford any offeror additional time to complete the (CP)2-2000 certification process.

c. You may provide the following information relative to (CP)2-2000 certification:

(1) _____ NOT CERTIFIED

(2) _____ CERTIFIED

(i) _____ DATE OF CERTIFICATION

(ii) _____ CERTIFYING ACTIVITY

d. For Contractor facilities currently certified under the (CP)2-2000 program, the following shall apply:

(1) Provided the process is in a state of statistical control and the minimum process performance index of 1.33 is met, the Contractor may eliminate acceptance inspections and acceptance testing for unlisted, minor, and major characteristics and parameters by providing written notice to the Contracting Officer and providing a copy furnished to the Administrative Contracting Officer. The provisions of the Alternatives to Lot Acceptance Sampling (including Statistical Process Control (SPC)) clause of this contract still apply for reduction or elimination of acceptance inspection or acceptance testing for characteristics and parameters identified as critical level I or Critical Level II or "special."

(2) Design approvals for acceptance equipment and test equipment will be waived for unlisted, minor and major characteristics and parameters by providing written notice to the Contracting Officer. The provisions of the "Acceptance Inspection Equipment (AIE)" clause of this contract still apply for acceptance equipment and test equipment design approvals utilized for "critical Level I or Critical Level II" or "special" characteristics or parameters.

(3) First Article Test Requirements shall be waived by the Contracting Officer when supplies identical or similar to those called for in the schedule have been previously furnished by the Contractor and have been accepted by the Government.

e. The Government reserves the right to rescind, at no increase in contract price, the rights and benefits granted to the Contractor under this clause if the Contractor's quality performance deteriorates from the level specified within the (CP)2-2000 agreement between the Government and the Contractor.

(End of Clause)

(ES7016)

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SECTION F - DELIVERIES OR PERFORMANCE

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

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

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

(FA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP-WORK ORDER	AUG/1989
F-2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-3	52.247-29	F.O.B. ORIGIN	JUN/1988
F-4	52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY	APR/1984
F-5	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
F-6	52.247-59	F.O.B. ORIGIN - CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
F-7	52.247-61	F.O.B. ORIGIN - MINIMUM SIZE OF SHIPMENTS	APR/1984
F-8	52.247-65	F.O.B. ORIGIN, PREPAID FREIGHT - SMALL PACKAGE SHIPMENTS	JAN/1991
F-9	52.247-60	GUARANTEED SHIPPING CHARACTERISTICS	DEC/1989

(a) The offeror is requested to complete subparagraph (a)(1) of this clause for each part or component which is packed or packaged separately. This information will be used to determine transportation costs for evaluation purposes. If the offeror does not furnish sufficient data in subparagraph (a)(1) of this clause to permit determination by the Government of the item shipping costs, evaluation will be based on the shipping characteristics submitted by the offeror whose offer produces the highest transportation costs or in the absence thereof, by the Contracting Officer's best estimate of the actual transportation costs. If the item shipping cost, based on the actual shipping characteristics, exceed the item shipping costs used for evaluation purposes, the Contractor agrees that the contract price shall be reduced by an amount equal to the difference between the transportation costs actually incurred and the costs which would have been incurred if the evaluated shipping characteristics had been accurate.

(1) To be completed by the offeror:

(i) Type of container: Wood Box _____, Fiber Box _____,

Barrel _____, Reels _____, Drums _____,

Other (specify) _____

(ii) Shipping Configuration: Knocked-down _____,

Set-up _____, Nested _____, Other (specify) _____

(iii) Size: _____ x _____ x _____ Cube _____ FT

(iv) Number of items per container: _____ Each

(v) Gross Weight of container and contents _____ LBS

(vi) Palletized/skidded ___Yes ___ No**

(vii) Number of containers per pallet/skid _____

(viii) Weight of empty pallet bottom/skid and sides _____ LBS

(ix) Size of pallet/skid and contents _____ LBCube _____

(x) Number of containers or pallets/skids per railcar _____*

Size of railcar _____

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Type of railcar _____

(xi) Number of containers or pallets/skids per trailer _____*

Size of trailer _____ FT

Type of trailer _____

*Number of complete units (Contract line item) to be shipped in carrier's equipment.

(2) To be completed by the Government after evaluation but before contract award:

(i) Rate used in evaluation _____

(ii) Tender/Tariff _____

(iii) Item _____

(b) The guaranteed shipping characteristics requested in subparagraph (a)(1) of this clause do not establish actual transportation requirements, which are specified elsewhere in this solicitation. The guaranteed shipping characteristics will be used only for the purpose of evaluating offers and establishing any liability of the successful offeror for increased transportation costs resulting from actual shipping characteristics which differ from those used for evaluation in accordance with paragraph (a) of this clause.

(End of clause)

NOTE: In addition to the information required in paragraph (a)(1)(ix) above, the contractor will also provide the following:

(1) size of loaded pallet/skid and contents: _____ (length) x _____ (width) x _____ (height).

(2) gross (unitized weight of pallet/skid and contents: _____ lbs _____ cubic feet.

** Paragraph (a)(1)(vi) has been completed for you by this command. This has been done to alleviate any ambiguity that might occur between the requirements of Section D, and/or the technical data package, and this clause.

(FF6012)

F-10 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)

F-11 52.247-33 F.O.B. ORIGIN, WITH DIFFERENTIALS JUN/1988

(a) The term "f.o.b. origin, with differentials", as used in this clause, means -

(1) Free of expense to the Government delivered -

(i) On board the indicated type of conveyance of the carrier (or of the Government, if specified) at a designated point in the city, county, and State from which shipments will be made and from which line-haul transportation service (as distinguished from switching, local drayage, or other terminal service) will begin;

(ii) To, and placed on, the carrier's wharf (at shipside, within reach of the ship's loading tackle, when the shipping point is

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within a port area having water transportation service) or the carrier's freight station;

(iii) To a U.S. Postal Service facility; or

(iv) If stated in the solicitation, to any Government-designated point located within the same city or commercial zone as the f.o.b. origin point specified in the contract (commercial zones are prescribed by the Interstate Commerce Commission at 49 CFR 1048); and

(2) Differentials for mode of transportation, type of vehicle, or place of delivery as indicated in Contractor's offer may be added to the contract price.

(b) The Contractor shall -

(1) (i) Pack and mark the shipment to comply with contract specification; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements to protect the goods and to ensure assessment of the lowest applicable transportation charge;

(2) (i) Order specified carrier equipment when requested by the Government; or

(ii) If not specified, order appropriate carrier equipment not in excess of capacity to accommodate shipment;

(3) Deliver the shipment in good order and condition to the carrier, and load, stow, trim, block, and/or brace carload or truckload shipment (when loaded by the Contractor) on or in the carrier's conveyance as required by carrier rules and regulations;

(4) Be responsible for any loss of and/or damage to the goods -

(i) Occurring before delivery to the carrier;

(ii) Resulting from improper packing and marking; or

(iii) Resulting from improper loading, stowing, trimming, blocking, and/or bracing of the shipment, if loaded by the Contractor on or in the carrier's conveyance;

(5) Complete the Government bill of lading supplied by the ordering agency or, when a Government bill of lading is not supplied, prepare a commercial bill of lading or other transportation receipt. The bill of lading shall show -

(i) A description of the shipment in terms of the governing freight classification or tariff (or Government rate tender) under which lowest freight rates are applicable;

(ii) The seals affixed to the conveyance with their serial numbers or other identification;

(iii) Lengths and capacities of cars or trucks ordered and furnished;

(iv) Other pertinent information required to effect prompt delivery to the consignee, including name, delivery address, postal address, and ZIP code of consignee, routing, etc.;

(v) Special instructions or annotations requested by the ordering agency for commercial bills of lading; e.g., (A) "to be converted to a Government bill of lading," or (B) "this shipment is the property of, and the freight charges paid to the carrier(s) will be reimbursed by, the Government"; and

(vi) The signature of the carrier's agent and the date the shipment is received by carrier; and

(6) Distribute the copies of the bill of lading, or other transportation receipts, as directed by the ordering agency.

(c) (1) It may be advantageous to the offeror to submit f.o.b. origin prices that include only the lowest cost to the Contractor for loading of shipment at the Contractor's plant or most favorable shipping point. The cost beyond that plant or point of bringing the supplies to the place of delivery and the cost of loading, blocking, and bracing on the type vehicle specified by the Government at the time of shipment may exceed the offeror's lowest cost when the offeror ships for the offeror's account. Accordingly, the offeror may indicate differentials that may be added to the offered price. These differentials shall be expressed as a rate in cents for each 100 pounds (CWT) of the supplies for one or more of the options under this clause that the Government may specify at the time of shipment.

(2) These differential(s) will be considered in the evaluation of offers to determine the lowest overall cost to the Government. If, at the time of shipment, the Government specifies (normally on a Government bill of lading) a mode of transportation, type of vehicle, or place of delivery for which the offeror has set forth a differential, the Contractor shall include the total of such differential

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(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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SECTION H - SPECIAL CONTRACT REQUIREMENTS

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

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

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

(HA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.247-7023 DFARS	TRANSPORTATION OF SUPPLIES BY SEA	MAR/2000
H-2	252.247-7024 DFARS	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	MAR/2000
H-3	52.246-4500 TACOM-RI	MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250)	MAY/2000

(a) Material Inspection and Receiving Report(s) (DD Form 250), are required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report'. Distribution of reports to the Purchasing Office (in accordance with DoD FAR Supplement Appendix F) shall be accomplished electronically.

(b) Two copies of the DD Form 250 are required to be submitted to the Purchasing Office. To satisfy this submission requirement electronically, the completed documents may be transmitted via electronic mail, or data fax. The electronic mail addresses for submission are robbinsm@ria.army.mil and AMSTA-LC-CTRL@ria.army.mil. The data fax numbers for submission are (309) 782-3813, ATTN: MARY ROBBINS and (309) 782-8054 (ATTN: Louise Kalal).

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

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

(End of Clause)

(HS6510)

H-4	52.227-4575 TACOM-RI	DISPOSITION OF DRAWINGS AND SPECIFICATIONS	MAR/1995
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(a) There are documents included in the Technical Data Package which have been marked with the following Legend:

'This entire document and all information thereon is proprietary to Colt's Inc. and shall not be reproduced, duplicated or copied in whole or in part, disclosed or made available to any other person, firm or corporation or otherwise used except to the extent necessary for and then only in connection with the preparation and/or submission of bids or proposals related to a procurement being affected by the United States Government or in connection with the manufacture in the United States either by the United States Government or under a contract with the United States Government. This document will be disposed of in accordance with instructions issued by the responsible Contracting Officer upon completion of the purpose for which it was issued.'

(b) It is required that the Contractor must maintain the legend intact and will be required to certify to the use made and disposition of the documents. If distribution of these documents is made by the Contractor, the same requirements are imposed with respect to the legend, the use, and disposition of these documents.

(c) Upon completion of the purposes for which these documents have been issued, the contractor is required to destroy or have

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destroyed all documents bearing the above legend, including all reproductions, duplications or copies thereof as may have been further distributed by the Contractor. Immediately after destruction thereof, a Certificate of Destruction will be furnished to the Contracting Officer, which will include identification of the documents and quantity thereof, as well as the date of destruction.

(d) The Contractor's attention is specifically directed to the fact that, under this Contract, any technical data which is restricted as to use by a legend such as that set forth in paragraph 1 above shall not be furnished to others in connection with manufacture or procurement activities unless it is clearly and indelibly marked to restrict its use and/or reproduction and shall include the legend specified in paragraph 1 above.

(e) Destruction of this technical data shall be accomplished by burning, shredding or pulping.

(f) A certificate of destruction must be forwarded to:

Armament and Chemical Acquisition and Logistics Activity
ATTN: AMSTA-AC-PCR-A/Ellen Bartz
Rock Island, IL 61299-7630

(End of clause)

(HS7501)

H-5	52.227-4576	M16 LICENSE AGREEMENT REQUIREMENT	MAR/1995
	TACOM-RI		

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)

H-6	52.245-4575	DEMILITARIZATION - SMALL ARMS WEAPONS AND PARTS, AND ACCESSORIES	FEB/1995
	TACOM-RI	(CATEGORY I - MUNITIONS LIST ITEMS)	

(a) Definitions. (i) "Excess property," means property of the type covered by this contract for which the Contractor does not claim or is refused payment; including, but not limited to, rejects or overruns. Excess property (whether title to the property is in the Government or not) includes completed or partially completed parts, components, subassemblies and assemblies, end items, and all associated packaging and marking.

(ii) "Significant Military Equipment (SME)," means those articles for which special controls are warranted because of their capacity for military utility or capability.

(iii) "Munitions List Items (MLI)," means those items listed on the U.S. Munitions List. The U.S. Munitions List delineates the articles, services and related technical data designated as defense articles and defense services pursuant to the Arms Export Control Act.

(b) This contract requires the manufacture, assembly, test, maintenance, repair and/or delivery of military/defense items. This clause sets forth the requirements for the demilitarization, and corresponding certification, of excess property under this contract. These requirements are applicable to any contractor/subcontractor who performs work on this contract.

(c)(1) Upon completion of production under this contract, the contractor shall notify the ACO, or his designated representative, in a timely manner so that a Government representative can physically witness the demilitarization of material under this contract. Demilitarization shall be accomplished as prescribed in subparagraph (d) below. The Contractor and the Government representative are both required to sign and date the demilitarization certificate (provided below). The certificate shall state that demilitarization has been accomplished, and identify the quantity and items which were demilitarized.

CERTIFICATE

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I, _____ (name and title of Contractor's employee) am the officer or employee of _____ (name of company) responsible for assuring demilitarization requirements have been accomplished. I certify that ** (IDENTIFY ITEMS AND QUANTITIES) ** were demilitarized in accordance with instructions provided in contract _____ (contract number).

(end of certificate)

(2) This certificate, along with the final DD Form 250, will be forwarded by the Government QAR to the Administrative Contracting Officer (ACO) so that final payment can be made. The ACO will not release the final DD Form 250 for payment to the Contractor unless the Demilitarization Certificate has been received. The Demilitarization Certificate received will become part of the contract file.

WARNING: SIGNING A FALSE CERTIFICATE CONSTITUTES A FELONY AND MAY SUBJECT THE INDIVIDUAL TO CRIMINAL PROSECUTION.

(3) To accomplish the certification requirements for subcontractor demilitarization, the contractor is required to follow all procedures of subparagraph (c)(1) above. The subcontractor is responsible for all of the contractor requirements specified, and the contractor is responsible for all of the Government requirements specified. Therefore, the prime Contractor must witness the actual demilitarization of material under this contract by the subcontractor, and so certify.

(d) Excess property shall be completely destroyed or mutilated (whichever is prescribed) prior to final payment, as set forth below. Demilitarization is necessary in order that the property will be unusable or nonreclaimable for its original purpose, and to preclude the possibility of reconditioning the property to make saleable as implements of destruction.

(1) The following items are considered to be SME and require total destruction worldwide:

- (i) All nonautomatic, semiautomatic, and automatic firearms and other weapons up to and including .50 caliber and all components and parts;
- (ii) Shotguns and all components and parts;
- (iii) Shoulder fired grenade launchers and all components and parts;
- (iv) Man portable rocket launchers and all components and parts;
- (v) Individually operated weapons which are prorable and/or can be fired without special mounts or firing devices and which have potential use in civil disturbances and are vulnerable to theft and all components and parts;
- (vi) Pyrotechnic pistols and other ground signal projectors and all components and parts;
- (vii) Rifle grenade launchers and all components and parts;
- (viii) Magazines and ammunition clips for items in this category. (Clips for the M1 rifle do not require demilitarization.)
- (ix) Insurgency counter-insurgency type firearms or other weapons having a special military application (i.e., close assault weapons systems), regardless of caliber, and all components and parts;
- (x) Technical data related to the manufacture or production of any defense article enumerated above.

(2) The following items are considered to be SME accessories and require key point demilitarization worldwide:

- (i) Gun mounts (including bipods and tripods). Key points are all attachment points/fittings and moveable joints.

(3) The following items are considered to be MLI accessories and require total or key point destruction worldwide, or as indicated:

- (i) Silencers, suppressors and mufflers (total destruction).
- (ii) Rifle scopes and all types of telescopic and optical sights including those designated for night sighting and viewing (key point destruction). Key points are attachment points/fittings, lenses, infrared source and as otherwise indicated by the ICA.

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(4) The following items are considered to be MLI and to not require demilitarization:

(i) Clips for the M1 Rifle.

(ii) All other technical data (not in subparagraph (d)(1) above) and defense services directly related to any defense article enumerated in this category.

(e) Method and degree of demilitarizations.

(1) For items listed in subparagraph (d)(1) above, the preferred normal method of demilitarization is by torch cutting utilizing a cutting tip that displaces at least 1/2 inch of metal. All cuts will completely sever the item and be made in accordance with instructions applicable to the items being demilitarized as depicted in appropriate figures in Appendix 7 of DoD 4160.21-M-1, Defense Demilitarization and Trade Security Control Manual. Shearing, crushing, deep water dumping or melting may be utilized when such methods of demilitarization are deemed more cost effective and/or practicable and are authorized by appropriate authority.

(2) Machine Guns will be demilitarized by torch cutting utilizing a cutting tip that displaces at least 1/2 inch of metal or shearing the receiver in a minimum of two places or by crushing in a hydraulic or similar type press. The barrel will be torch cut, sheared or crushed in the chamber area and in two or more places to the extent necessary to prevent restoration. If the shearing or crushing method is used, the trunnion block and side frame must be completely cut through, broken or distorted to preclude restoration to a usable condition.

(3) Receivers shall be demilitarized by torch cutting in a minimum of two places utilizing a cutting tip that displaces at least 1/2 inch of metal or crushed to the extent necessary to preclude restoration to a usable condition.

(4) Bolts and barrels will be demilitarized by torch cutting utilizing a cutting tip that displaces at least 1/2 inch of metal or crushed to the extent necessary to preclude restoration to a usable condition.

(5) Accessories; i.e., silencers and mufflers, rifle grenade launchers, riflescopes and all types of telescopic and optical sights including those designed for night sighting and viewing, and gunmounts (including bipods and tripods) will be demilitarized by breaking, crushing or cutting in a manner which precludes restoration to a usable condition in accordance with instructions applicable to the items being demilitarized as depicted in appropriate figures contained in Appendix 7 of DoD 4160.21-M-1.

(6) Other metallic parts, including M2 conversion kits, will be demilitarized by cutting, crushing or melting.

(7) Technical Data, to include any reproduced copies, additional drawings and working papers, will be demilitarized by burning, shredding or pulping.

(f) If demilitarization by melting is authorized and the Contractor does not possess the capability to perform this operation, this could be accomplished at Contractor expense by Rock Island Arsenal. If you desire to use this method, refer to the clause in Section J titled 'Attachment - Demilitarization by Melting/Demilitarization of Surplus Small Arms Weapons and Parts.

(g) The requirements of this clause shall apply to any packaging of Government property and excess property containing nonremovable markings required exclusively by this contract. Removable markings shall be removed before any nondemilitarized disposition.

(h) The Contractor/subcontractor agrees that no items demilitarized, as stated above, will be disposed of by the Contractor/subcontractor other than as scrap.

(i) Any excess property which arises out of this contract, but for which no demilitarization order was included in the contract, shall not be released, retained, sold, or disposed of in any manner without instructions from the ACO.

(j) Any requests for exceptions or waivers to this clause must be made in writing to the Procuring Contracting Officer.

(k) The Contractor further agrees that this clause, including this subparagraph (k), will be included in any subcontracts for the aforesaid items.

(End of clause)

(HS7500)

H-7 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

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section.

Shipped From:

For contracts involving F.O.B. Origin shipments furnish the following rail information:

Does Shipping Point have a private railroad siding? ____ YES ____ NO

If YES, give name of rail carrier serving it: _____

If NO, give name and address of nearest rail freight station and carrier serving it:

Rail Freight Station Name and Address: _____

Serving Carrier: _____

(End of Clause)

(HS7600)

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SECTION I - CONTRACT CLAUSES

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

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

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

(IA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	MAR/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-5	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-6	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/1997
I-7	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-8	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-9	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-10	52.215-2	AUDIT AND RECORDS - NEGOTIATION	JUN/1999
I-11	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-12	52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT/1997
I-13	52.215-14	INTEGRITY OF UNIT PRICES - ALTERNATE I	OCT/1997
I-14	52.215-16	FACILITIES CAPITOL COST OF MONEY	OCT/1997
I-15	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	OCT/1997
I-16	52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT/1997
I-17	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	JAN/1999
I-18	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-19	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	APR/1998
I-20	52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN/1999
I-21	52.223-6	DRUG-FREE WORKPLACE	MAR/2001
I-22	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUN/2000
I-23	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-24	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN/1991
I-25	52.229-5	TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR/1984
I-26	52.230-2	COST ACCOUNTING STANDARDS	APR/1998
I-27	52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	APR/1998
I-28	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	NOV/1999
I-29	52.232-1	PAYMENTS	APR/1984
I-30	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	MAY/1997
I-31	52.232-11	EXTRAS	APR/1984
I-32	52.232-16	PROGRESS PAYMENTS - ALTERNATE I	MAR/2000
I-33	52.232-17	INTEREST	JUN/1996
I-34	52.232-23	ASSIGNMENT OF CLAIMS - ALTERNATE I	APR/1984
I-35	52.232-25	PROMPT PAYMENT	MAR/2001
I-36	52.233-1	DISPUTES	JAN/1999
I-37	52.233-3	PROTEST AFTER AWARD	OCT/1995
I-38	52.242-4	CERTIFICATION OF INDIRECT COSTS	JAN/1997
I-39	52.242-10	F.O.B. ORIGIN - GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE	APR/1984
I-40	52.242-13	BANKRUPTCY	JUL/1995
I-41	52.243-1	CHANGES - FIXED PRICE	AUG/1987
I-42	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	MAR/2001
I-43	52.245-19	GOVERNMENT PROPERTY FURNISHED ["] AS IS ["]	APR/1984
I-44	52.246-1	CONTRACTOR INSPECTION REQUIREMENTS	APR/1984
I-45	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-46	52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS	JAN/1997

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I-47	52.248-1	VALUE ENGINEERING	FEB/2000
I-48	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
I-49	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-50	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-51	252.201-7000 DFARS	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
I-52	252.203-7002 DFARS	DISPLAY OF DOD HOTLINE POSTER	DEC/1991
I-53	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-54	252.204-7004 DFARS	REQUIRED CENTRAL CONTRACTOR REGISTRATION	MAR/2000
I-55	252.205-7000 DFARS	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-56	252.209-7000 DFARS	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-57	252.215-7000 DFARS	PRICING ADJUSTMENTS	DEC/1991
I-58	252.219-7003 DFARS	SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/1996
I-59	252.223-7002 DFARS	SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES	MAY/1994
I-60	252.223-7003 DFARS	CHANGE IN PLACE OF PERFORMANCE - AMMUNITION AND EXPLOSIVES	DEC/1991
I-61	252.225-7001 DFARS	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	MAR/1998
I-62	252.225-7002 DFARS	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/1991
I-63	252.225-7009 DFARS	DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	AUG/2000
I-64	252.225-7010 DFARS	DUTY-FREE ENTRY -- ADDITIONAL PROVISIONS	AUG/2000
I-65	252.225-7012 DFARS	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	AUG/2000
I-66	252.225-7014 DFARS	PREFERENCE FOR DOMESTIC SPECIALTY METALS - ALTERNATE I	MAR/1998
I-67	252.225-7016 DFARS	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	DEC/2000
I-68	252.225-7025 DFARS	RESTRICTION ON ACQUISITION OF FORGINGS	JUN/1997
I-69	252.225-7026 DFARS	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	JUN/2000
I-70	252.225-7031 DFARS	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/1992
I-71	252.227-7025 DFARS	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	JUN/1995
I-72	252.231-7000 DFARS	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-73	252.232-7004 DFARS	DOD PROGRESS PAYMENT RATES	FEB/1996
I-74	252.242-7000 DFARS	POSTAWARD CONFERENCE	DEC/1991
I-75	252.242-7003 DFARS	APPLICATION FOR U.S. GOVERNMENT SHIPPING	DEC/1991
I-76	252.242-7004 DFARS	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	DEC/2000
I-77	252.243-7001 DFARS	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-78	252.243-7002 DFARS	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-79	252.245-7001 DFARS	REPORTS OF GOVERNMENT PROPERTY	MAY/1994

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I-80	252.246-7000 DFARS	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
I-81	252.249-7002 DFARS	NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION	DEC/1996
I-82	52.243-7	NOTIFICATION OF CHANGES	APR/1984

(a) Definitions. "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

"Specifically Authorized Representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within 30 calendar days from the date the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state --

(1) The date, nature, and circumstances of the conduct regarded as a change;

(2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;

(3) the identification of any documents and the substance of any oral communication involved in such conduct;

(4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;

(5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--

(i) What contract line items have been or may be affected by the alleged change;

(ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;

(iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;

(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractor's estimate of the time by which the Government must respond to the contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within -2- calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either --

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the

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Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments. (1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made --

- (i) In the contract price or delivery schedule or both; and
(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specificatins which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

(End of clause)

(IF6156)

I-83 252.223-7007 SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES SEP/1999
DFARS

(a) Definition.

'Arms, ammunition, and explosives (AA&E),' as used in this clause, means those items within the scope (chapter 1, paragraph B) of DoD 5100.76-M, Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives.

(b) The requirements of DoD 5100.76-M apply to the following items of AA&E being developed, produced, manufactured, or purchased for the Government, or provided to the Contractor as Government-furnished property under this contract:

Table with 3 columns: NOMENCLATURE, NATIONAL STOCK NUMBER, SENSITIVITY/CATEGORY. Rows include M16A1 Rifle Mod Kit, M16A2 Rifle, 5.56MM Ball, M855 Certified, and 5.56MM Ball, HPT, M197.

(c) The Contractor shall comply with the requirements of DoD 5100.76-M, as specified in the statement of work. The edition of DoD 5100-76-M in effect on the date of issuance of the solicitation for this contract shall apply.

(d) The Contractor shall allow representatives of the Defense Investigative Service (DIS), and representatives of other appropriate offices of the Government, access at all reasonable times into its facilities and those of its subcontractors, for the purpose of performing surveys, inspections, and investigations necessary to review compliance with the physical security standards applicable to this contract.

(e) The Contractor shall notify the cognizant DIS field office of any subcontract involving AA&E within 10 days after award of the subcontract.

(f) The Contractor shall ensure that the requirements of this clause are included in all subcontracts, at every tier--

- (1) For the development, production, manufacture, or purchase of AA&E; or
(2) When AA&E will be provided to the subcontractor as Government-furnished property.

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(g) Nothing in this clause shall relieve the Contractor of its responsibility for complying with applicable Federal, state, and local laws, ordinances, codes, and regulations (including requirements for obtaining licenses and permits) in connection with the performance of this contract.

End of Clause

(IA6716)

I-84 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT JUL/1995

(a) Except as provided in (b) below, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in (a) above does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed \$100,000.

(End of Clause)

(IF7210)

I-85 52.203-7 ANTI-KICKBACK PROCEDURES JUL/1995

(a) Definitions.

'Kickback,' as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract

'Person,' as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

'Prime contract,' as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

'Prime Contractor' as used in this clause, means a person who has entered into a prime contract with the United States.

'Prime Contractor employee,' as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

'Subcontract,' as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

'Subcontractor,' as used in this clause (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

'Subcontractor employee,' as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback of 1986 (41 U.S.C. 51.58) (the Act), prohibits any person from--

- (1) Providing or attempting to provide or offering to provide any kickback;
- (2) Soliciting, accepting, or attempting to accept any kickback; or

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(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

(End of Clause)

(IF7211)

I-86 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 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)

I-87 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

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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)

I-88 52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT DEC/1996

(a) All stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.

(b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (41 U.S.C. 40).

(End of clause)

(IF7114)

I-89 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 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)

I-90 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.'

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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*

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)

I-91 52.245-2 GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS)(91-DEV-44)(AL 93-10) DEC/1989

a. Government-furnished property. (1) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications together with any related data and information that the Contractor may request and is reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(2) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use (except for property furnished "as is" will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(3) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt of it, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either repair, modify, return, or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(4) If Government-furnished property is not delivered to the Contractor by the required time, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

b. Changes in Government-furnished property. (1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract, or (ii) substitute other Government-furnished property for the property to be provided by the Government, or to be acquired by the Contractor for the Government, under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by such notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make the property available for performing this contract and there is any-

- (i) Decrease or substitution in this property pursuant to subparagraph (b)(1) above; or
- (ii) Withdrawal of authority to use this property, if provided under any other contract or lease.

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c. Title in Government property. (1) The Government shall retain title to all Government-furnished property.

(2) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(3) Title to each item of facilities and special test equipment acquired by the Contractor for the Government under this contract shall pass to and vest in the Government when its use in performing this contract commences or when the Government has paid for it, whichever is earlier, whether or not title previously vested in the Government.

(4) If this contract contains a provision directing the Contractor to purchase material for which the Government will reimburse the Contractor as a direct item of cost under this contract -

(i) Title to material purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such material; and

(ii) Title to all other material shall pass to and vest in the Government upon -

(A) Issuance of the material for use in contract performance;

(B) Commencement of processing of the material or its use in contract performance; or

(C) Reimbursement of the cost of the material by the Government, whichever occurs first.

d. Use of Government property. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

e. Property administration. (1) The Contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound industrial practice and the applicable provisions of Subpart 45.5 of the FAR.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(4) The Contractor represents that the contract price does not include any amount for repairs or replacement for which the Government is responsible. Repair or replacement of property for which the Contractor is responsible shall be accomplished by the Contractor at its own expense.

f. Access. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

g. Risk of loss. Unless otherwise provided in this contract, the Contractor assume the risk of, and shall be responsible for, any loss or destruction of, or damage to, Government property upon its delivery to the Contractor or upon passage of title to the Government under paragraph (c) of this clause. However, the Contractor is not responsible for reasonable wear and tear to Government property or for Government property properly consumed in performing this contract.

h. Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Change clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for -

(1) Any delay in delivery of Government-furnished property;

(2) Delivery of Government-furnished property in a condition not suitable for its intended use;

(3) A decrease in or substitution of Government-furnished property; or

(4) Failure to repair or replace Government property for which the Government is responsible.

i. Final accounting and disposition of Government property. Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering

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all items of Government property (including any resulting scrap) not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Government as the Contracting Officer directs.

j. Abandonment and restoration of Contractor's premises. Unless otherwise provided herein, the Government -

(1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and

(2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or upon contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

k. Communications. All communications under this clause shall be in writing.

l. Overseas contracts. If this contract is to be performed outside of the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of clause)

(IF7112)

I-92

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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SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	DELETED By AMD 0001			
Exhibit B	DELETED By AMD 0001			
Exhibit C	CONTRACT DATA REQUIREMENTS LIST		003	
Exhibit D	CONTRACT DATA REQUIREMENTS LIST		002	
Attachment 001	APERTURE CARDS			
Attachment 002	DELETED NO LONGER VALID		3PG	
Attachment 003	DELETED NO LONGER VALID	01-OCT-1988	2PG	
Attachment 004	IOC FORM, 96 FEB		2PG	
Attachment 005	DOCUMENT SUMMARY LIST, STATEMENT OF WORK		2PG	
Attachment 006	ACCOUNTABILITY INSTRUCTIONS		4PG	
Attachment 007	DATA ITEM DESCRIPTION - TRANSPORTATION DISCREPANCY REPORT		10P	
Attachment 008	DATA ITEM DESCRIPTION - REPORT OF SHIPPING (ITEM) AND PACKAGING DISCREPANCY		5PG	
Attachment 009	DATA ITEM DESCRIPTION - REQUEST FOR GOVERNMENT FURNISHED MATERIAL		3PG	
Attachment 010	DATA ITEM DESCRIPTION - GOVERNMENT FURNISHED MATERIAL (GFM)		2PG	
Attachment 011	DATA ITEM DESCRIPTION - SMALL ARMS SERIALIZATION PROGRAM (SASP) TRANSACTION CARD		3PG	
Attachment 012	DELETED AND REPLACED BY ATTACHMENT 049		3PG	
Attachment 013	DELETED By AMD 0001			
Attachment 014	DELETED By AMD 0001			
Attachment 015	DELETED By AMD 0001			
Attachment 016	DELETED By AMD 0001			
Attachment 017	DELETED By AMD 0001			
Attachment 018	Reserved on Basic			
Attachment 019	DELETED By AMD 0001			
Attachment 020	ENGINEERING CHANGE PROPOSAL - G5S3091 (TO BE MAILED WITH THE APERTURE CARDS)	28-AUG-1995	6PG	
Attachment 021	ENGINEERING CHANGE PROPOSAL - G5S3099 (TO BE MAILED WITH THE APERTURE CARDS)	02-OCT-1995	6PG	
Attachment 022	ENGINEERING CHANGE PROPOSAL - G6S3012 (TO BE MAILED WITH THE APERTURE CARDS)	15-MAR-1996	3PG	
Attachment 023	ENGINEERING CHANGE PROPOSAL - L7S3035 (TO BE MAILED WITH THE APERTURE CARDS)	21-JUL-1997	2PG	
Attachment 024	ENGINEERING CHANGE PROPOSAL - G6S3036 (TO BE MAILED WITH THE APERTURE CARDS)	02-MAY-1996	2PG	
Attachment 025	ENGINEERING CHANGE PROPOSAL - G6S3135 (TO BE MAILED WITH THE APERTURE CARDS)	26-SEP-1996	3PG	
Attachment 026	ENGINEERING CHANGE PROPOSAL - G6S3147 (TO BE MAILED WITH THE APERTURE CARDS)	21-OCT-1996	2PG	
Attachment 027	ENGINEERING CHANGE PROPOSAL - G6S3149 (TO BE MAILED WITH THE APERTURE CARDS)	24-OCT-1996	2PG	
Attachment 028	ENGINEERING CHANGE PROPOSAL - G6S3157 (TO BE MAILED WITH THE APERTURE CARDS)	25-NOV-1996	2PG	
Attachment 029	ENGINEERING CHANGE PROPOSAL - G6S3160 (TO BE MAILED WITH THE APERTURE CARDS)	27-NOV-1996	3PG	
Attachment 030	ENGINEERING CHANGE PROPOSAL - L7S3006 (TO BE MAILED WITH THE APERTURE CARDS)	24-FEB-1997	3PG	
Attachment 031	ENGINEERING CHANGE PROPOSAL - L7S3030 (TO BE MAILED WITH THE APERTURE CARDS)	30-MAY-1997	2PG	
Attachment 032	ENGINEERING CHANGE PROPOSAL - L7S3041 (TO BE MAILED WITH THE APERTURE CARDS)	25-JUL-1997	3PG	
Attachment 033	ENGINEERING CHANGE PROPOSAL - L7S9451 (TO BE MAILED WITH THE APERTURE CARDS)	06-AUG-1997	6PG	
Attachment 034	HAZARDOUS COMPONENT SAFETY DATA STATEMENT (HCSDS) 1728	23-MAY-1996	4PG	
Attachment 035	HAZARDOUS COMPONENT SAFETY DATA STATEMENT (HCSDS) 10031	08-DEC-1986	3PG	
Attachment 036	DELETED NO LONGER VALID		1PG	
Attachment 037	DELETED NO LONGER VALID		6PG	
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Attachment 039	DOCUMENT SUMMARY LIST		003	

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Attachment 040	INSTRUCTIONS FOR COMPLETING DD FORM 1423		001	
Attachment 041	GUIDANCE ON DOCUMENTATION OF CONTRACT DATA REQUIREMENTS LISTS (CDRL)		002	
Attachment 042	LIST OF ADDRESSES		001	
Attachment 043	ADDRESS CODE DISTRIBUTION		001	
Attachment 044	G5S2044 - TO BE FURNISHED WITH THE PROPRIETARY TECHNICAL DATA		007	
Attachment 045	CAPCO, INC. LETTER	30-MAR-2001	1PG	
Attachment 046	ENGINEERING CHANGE PROPOSAL L8Q2001 (TO BE MAILED WITH TECHNICAL DATA PACKAGE)	01-JUN-1998	011	
Attachment 047	ENGINEERING CHANGE PROPOSAL L9S3042 (TO BE MAILED WITH TECHNICAL DATA PACKAGE)	13-JAN-2000	013	
Attachment 048	DRAWING 9349063 CHANGE		001	
Attachment 049	SPECIAL PACKAGING INSTRUCTION 12556127		002	
	<u>Regulatory Cite</u>	<u>Title</u>		<u>Date</u>
J-1	52.2100-4500	ATTACHMENT-DEMILITARIZATION BY MELTING/DEMILITARIZATION OF SURPLUS SMALL ARMS WEAPONS AND PARTS		JAN/1994

Demilitarization by Melting.

Where the contractor does not have facilities to accomplish demilitarization by melting, such demilitarization will be performed by Rock Island Arsenal (RIA). All cleaning, packaging, packing, crating and transportation costs will be borne by the contractor. Correspondence requesting complete instructions for shipping Small Arms Weapons and Small Arms Parts (residue) for melting, should be addressed to:

Commander, Rock Island Arsenal
 Directorate of Logistics
 ATTN: SMCRI-DLD-T (W52R1Q)
 Rock Island, IL 61299-5000

Baseline Instruction for Generating Services:

(a) Only small arms up to and including .50 Caliber, and small arms parts (residue) for which demilitarization by melting is prescribed, will be shipped to RIA for melting.

(b) Items containing magnesium will not be shipped to RIA, but will be demilitarized locally.

(c) Completely degrease and clean small arms weapons, and small arms parts (residue), prior to packaging for shipment to RIA.

(d) Melting, and any additional accumulated costs, will be paid by the generating services, not RIA or TACOM-RI.

(e) A complete computerized serial number (SN) transaction list, by weapons' receiver SN, will be sent to SMCRI-DLD-T prior to shipment of materiel to RIA, for comparison with Department of Defense, Small Arms Serialization Program (DoDSASP) records.

(f) Shipments must be received at RIA within 90 days of the generating activities receipt of the "shipment clearance", from SMCRI-DLD-T, RIA.

Holding (Disposal) Activities.

(a) The Defense Reutilization & Marketing Office (DRMO), in the holding activity, is responsible for assuring that items for which demilitarization by melting is not prescribed, are not shipped to RIA for melting. Items for which demilitarization by melting is not prescribed, such as ammunition links, will be disposed of locally.

(b) All nonmetallic parts and nonferrous accessories (slings, oilers, cleaning rods, cleaning brushes, cleaning thongs, holster thongs, holsters, scabbards, carrying cases and bags, wooden and plastic stocks, hand guards, and other extraneous items to include all levels of packaging) WILL BE REMOVED from the material to be demilitarized before shipment, and will be disposed of locally. Where circumstances indicate unwarranted cost to the Government in unpacking, stripping and reporting previously packaged weapons or parts, deviation from this requirement may be requested from Commander, RIA, Directorate of Logistics, SMCRI-DLD-T (W52R1Q), Rock Island, IL 61299-5000.

(c) All shipments to RIA will be packed in sealed numbered containers not to exceed 2,000 pounds per container. CONEX containers

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are the preferred means of shipping sensitive weapons for demilitarization. Where CONEX containers are used, the 2,000 pound weight limitation does not apply; however, items should not be placed in CONEX containers without being packed in individual containers. Containers will be reinforced and banded sufficiently to withstand shipment without breaking. When shipped by rail, containers will be blocked to prevent shifting, and the boxcars will be sealed.

(d) Items described in subparagraph (g) below, must be accounted for, identified, and will be placed in containers separate from miscellaneous components and parts. Other miscellaneous components and parts will be shipped to RIA in separate containers, and identified to SMCRI-DLD-T, RIA, as miscellaneous weapons parts, by weight and inventory value.

(e) Prior to shipment, authority to ship will be obtained from Commander, RIA, Directorate of Logistics, ATTN: SMCRI-DLD-T (W52R1Q), Rock Island, IL 61299-5000.

(f) Shipping documents will specify number of containers and total weight of material, not otherwise identifiable by name (NOIBN), and will be signed by the shipper. Original and two copies of the shipping documents will be forwarded to Commander, RIA, Directorate of Logistics, ATTN: SMCRI-DLD-T (W52R1Q), Rock Island, IL 61299-5000, with the shipment.

(g) In those cases where complete weapons, weapons stripped of nonmetallic parts, silencers, suppressors, mufflers, receivers (or assemblies including receivers), bayonets, trench knives and switchblades, etc., are included in the shipment, RIA, or other consignees', will be advised in advance by teletype, electronic mail (or most expeditious means) to reach the consignee in advance of the shipment, specifying shipping document number; identification number of each container; type of weapons, exact quantity; and acquisition cost (inventory value) of each type of weapon in the container. Telephone may be used in an emergency, provided confirmation is made promptly by teletype, electronic mail, or letter.

(h) The item count of weapons shipped must agree with count furnished in the advance notice. Weapons will not be withdrawn from the shipment after RIA, or other consignee, is advised of shipment, without notifying the consignee of the change.

(i) Bill of Lading will reflect:

1. Rail Shipments. Description will be shown as scrap, iron or steel, NOIBN, not copper clad, having value for resmelting purposes only. Rail classification (UFC #9) Item Number 54820.

2. Truck Shipment. Description will be shown as scrap, iron, or steel, NOIBN, not copper clad, having value for resmelting purposes only. Motor classification (NMFCAl0) Item Number 106610.

(End of Clause)

(JS7005)

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