

| | | | |
|-----------------------|---|-------------|--------------|
| AWARD/CONTRACT | 1. This Contract Is A Rated Order Under DPAS (15 CFR 700) | Rating DOA5 | Page 1 Of 27 |
|-----------------------|---|-------------|--------------|

| | | |
|---|--------------------------------|---|
| 2. Contract (Proc. Inst. Ident) No. DAAE20-01-D-0039 | 3. Effective Date 2001MAR13 | 4. Requisition/Purchase Request/Project No. SEE SCHEDULE |
|---|--------------------------------|---|

| | | | |
|---|----------------|--|----------------|
| 5. Issued By TACOM-ROCK ISLAND AMSTA-LC-CAW-A LORRIE SCHMIDT (309)782-0673 ROCK ISLAND IL 61299-7630 e-mail address: SCHMIDTL@RIA.ARMY.MIL | Code W52H09 | 6. Administered By (If Other Than Item 5) DCMC LONG ISLAND 605 STEWART AVENUE GARDEN CITY NY 11530-4761 SCD C PAS NONE ADP PT SC1012 | Code S3309A |
|---|----------------|--|----------------|

| | |
|--|---|
| 7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code) H AND R PARTS CO INC 800 AXINN AVENUE GARDEN CITY NY 11530-9401 TYPE BUSINESS: Other Small Business Performing in U.S. | 8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below) SEE SCHEDULE |
| 9. Discount For Prompt Payment | |
| 10. Submit Invoices (4 Copies Unless Otherwise Specified) | |
| Item 12 | |
| To The Address Shown In: | |
| Code 5P784 | Facility Code |

| | | | |
|--------------------------------------|------|--|----------------|
| 11. Ship To/Mark For SEE SCHEDULE | Code | 12. Payment Will Be Made By DFAS-COLUMBUS CENTER DFAS-CO-JNB/BUNKER HILL P O BOX 182077 COLUMBUS OH 43218-2077 | Code SC1016 |
|--------------------------------------|------|--|----------------|

| | |
|---|---------------------------------------|
| 13. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)() | 14. Accounting And Appropriation Data |
|---|---------------------------------------|

| | | | | | |
|---|--|---------------|-----------|---------------------------------------|-------------|
| 15A. Item No. SEE SCHEDULE | 15B. Schedule Of Supplies/Services CONTRACT TYPE: Firm-Fixed-Price | 15C. Quantity | 15D. Unit | 15E. Unit Price | 15F. Amount |
| KIND OF CONTRACT: Supply Contracts and Priced Orders | | | | | |
| Contract Expiration Date: 2003DEC31 | | | | 15G. Total Amount Of Contract \$0.00 | |

| 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 | 20 |
| X | B | Supplies or Services and Prices/Costs | 7 | Part III - List Of Documents, Exhibits, And Other Attachments | | | |
| X | C | Description/Specs./Work Statement | 9 | X | J | List of Attachments | 27 |
| X | D | Packaging and Marking | 11 | Part IV - Representations And Instructions | | | |
| X | E | Inspection and Acceptance | 12 | | K | Representations, Certifications, and Other Statements of Offerors | |
| X | F | Deliveries or Performance | 16 | | | | |
| X | G | Contract Administration Data | 17 | | L | Instrs., Conds., and Notices to Offerors | |
| X | H | Special Contract Requirements | 18 | | | | |
| | | | | | M | Evaluation Factors for Award | |

Contracting Officer Will Complete Item 17 Or 18 As Applicable

| | |
|--|---|
| 17. <input type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return _____ 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 checked="" type="checkbox"/> Award (Contractor is not required to sign this document.) Your offer on Solicitation Number <u>DAAE2000R0251</u> 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 CINDY PETERMAN PETERMANC@RIA.ARMY.MIL (309)782-4634 |
| 19B. Name of Contractor | 20B. United States Of America |
| 19c. Date Signed | 20C. Date Signed |
| By _____ (Signature of person authorized to sign) | By _____ /SIGNED/ (Signature of Contracting Officer) |

| | | |
|---------------------------|--|---------------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued | Page 2 of 27 |
| | PIIN/SIIN DAAE20-01-D-0039 | MOD/AMD |

Name of Offeror or Contractor: H AND R PARTS CO INC

SECTION A - SUPPLEMENTAL INFORMATION

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

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

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

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

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

(AA7020)

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

a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.

b. If you think that this solicitation:

1. has inappropriate requirements; or
2. needs streamlining; or
3. should be changed

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

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

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

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

| | | |
|--|--|---------------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued | Page 4 of 27 |
| | PIIN/SIIN DAAE20-01-D-0039 MOD/AMD | |
| Name of Offeror or Contractor: H AND R PARTS CO INC | | |

A-5 52.215-4503 NOTICE TO OFFERORS - ELECTRONIC BID/OFFER RESPONSE REQUIRED APR/1999
TACOM-RI

1. In accordance with Management Reform Memorandum (MRM) #2 from the Department of Defense (DoD), all Services are required to eliminate paper from their acquisition process by January 1, 2000 (see information at <http://www.acq.osd.mil/pcipt/>). In order to meet the DoD goal, TACOM has established an interim goal of "paperless" acquisition by 1 June 1999.

2. In response to these mandates, TACOM-RI has established the capability to receive bids, proposals, and quotes electronically. A hotlink from the TACOM-RI Solicitation Page has been activated to fully automate the response process (see <http://aais.ria.army.mil/aais/SOLINFO/index.htm>).

3. IMPORTANT: Bids/proposals/quotes in response to this solicitation are REQUIRED to be submitted in electronic format. Hard copy bids/offers/quotes WILL NOT BE ACCEPTED.

4. Your attention is drawn to the following clauses in Section L of this solicitation for instructions and additional information:

LS7011, Electronic Bids/Offers - TACOM-RI
(TACOM-RI 52.215-4510)

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

(End of clause)

(AS7004)

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

(OCTOBER 1996)

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

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

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

The AMC-level protest procedures are found at:

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

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(END OF CLAUSE)

(AS7010)

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 5 of 27**

PIIN/SIIN DAAE20-01-D-0039

MOD/AMD

Name of Offeror or Contractor: H AND R PARTS CO INCA-7 52.243-4510 DIRECT VENDOR DELIVERY
TACOM-RI

JAN/1999

In accordance with the Changes clause of this contract, the contractor may be called upon to ship directly to the user, in lieu of the destination in the Schedule, to satisfy urgent or backorder situations. In such instances the contractor may be directed to use best commercial packaging. The contractor may also be called upon to ship the item to the new destination within 24 hours of the required delivery date as specified in the Schedule. Please provide your POC, electronic mail address and commercial phone number including area code for this effort below:

(End of clause)

(AS7012)

A-8 52.246-4538 CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2
TACOM-RI

JUN/1998

THE U.S. ARMY TANK-AUTOMOTIVE AND ARMAMENTS COMMAND (TACOM) ROCK ISLAND (RI) ACTIVELY PARTICIPATES IN THE CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP)2.

THE (CP)2 CERTIFICATION PROCESS IDENTIFIES CONTRACTORS COMMITTED TO TOTAL QUALITY, CUSTOMER SATISFACTION, AND CONTINUOUS IMPROVEMENT OF THEIR DESIGN/DEVELOPMENT AND PRODUCTION PROCESSES. ANY CONTRACTORS WHO HAVE HAD OR ANTICIPATE HAVING CONTRACTS WITH ANY AMC MAJOR SUBORDINATE COMMAND MAY VOLUNTARILY PARTICIPATE.

ADDITIONAL INFORMATION CAN BE OBTAINED BY CONTACTING THE CONTRACT SPECIALIST, OR THE (CP)2 PARTNERSHIP TEAM AT (309) 782-7603.

(END OF CLAUSE)

(AS7502)

INDEFINITE DELIVERY INDEFINITE QUANTITY (IDIQ) CONTRACT

1. Solicitation DAAE20-00-R-0251 is a 100% Small Business Set-Aside, and will result in the award of a 3-year, firm fixed price, indefinite delivery indefinite quantity type contract (See FAR 16.504).
2. Offerors are directed to review all portions of the solicitation, including all attachments, Section L: Instructions, Conditions and Notices to offerors, and Section M: Evaluation Factors for Award.
3. The quantity of 130 each, Actuator Assy, is the guaranteed minimum quantity to be awarded under this solicitation and specifically represents the guaranteed "minimum" quantity, as defined by the referenced FAR and DFARS clauses contained within the solicitation document either in full text or incorporated by reference. The guaranteed minimum quantity will be obligated at time of award. All other estimated buy quantities are estimates only, and do not bind the Government in any way.
4. The quantity pricing ranges, as shown on the Price Evaluation Spreadsheet, (Exhibit B), are provided solely for the purpose of establishing reasonable ranges of quantities against which to provide prices, and to establish ordering limitations in the event that orders beyond the minimum and maximum quantities are executed. Also see Section I, Clause IF6029, "Order Limitations," FAR 52.216-19.
5. The proposed unit prices for all quantities, both the guaranteed minimum quantity and the indefinite quantities shall be marked in the table at Exhibit B. Proposals failing to offer prices for all three ordering periods will not be considered. Proposals offering prices for quantities other than those solicited will not be considered.
6. Offerors are required to submit prices for production deliveries based on F.O.B. Destination. Shipping destinations include New Cumberland Army Depot, PA and Anniston Army Depot, AL.
7. Evaluations of offers shall be in accordance with the evaluation guidelines stated in Section M of this solicitation document.

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

Page 6 of 27

PIIN/SIIN DAAE20-01-D-0039

MOD/AMD

Name of Offeror or Contractor: H AND R PARTS CO INC

8. Following are the dates of the Ordering Periods (OP) based on date of award covered by this solicitation:

Ordering Period (OP) 1: Award date - December 31, 2001
Ordering Period (OP) 2: January 1, 2002 - December 31, 2002
Ordering Period (OP) 3: January 1, 2003 - December 31, 2003

Clin 0001AB estimated total quantities:

** Ordering Period 1 - 260 each
Ordering Period 2 - 65 each
Ordering Period 3 - 66 each

** Ordering Period 1 includes the guaranteed qty of 130 each actuator assemblies.

9. The Government's projected buy quantities, by Ordering Period, as set forth on the Price Evaluation Spreadsheet, Exhibit B, represent the best estimate of actual projected requirements, based on a combination of order history, actual orders on hand, and projected demand. These quantities may be impacted by many unforeseen factors including changing technologies and budgetary influences. Therefore, the ordering ranges stated on the Price Evaluation Spreadsheet, Exhibit B, were established. Except for the guaranteed minimum quantity, the Government does not guarantee any future awards of projected buys.

10. All delivery orders will be issued UNILATERALLY by the Government. Delivery dates will be firm and delivery will be as follows:

First Article Test Report - 180 days after award
Initial Production Delivery for guaranteed minimum qty of 130 each - 270 days after award

Since First Article Test is only required for the initial production qty of 130 each, all subsequent Delivery Orders shall be 150 days after award.

11. The Government is only liable to buy the quantities ordered under signed Delivery Orders and will not be held liable for the Contractor's decision to build quantities ahead of the schedule.

12. FOR PROCUREMENT HISTORY VISIT OUR WEB-SITE AT: <http://147.217.15.24/ac/enter.htm>

*** END OF NARRATIVE A 003 ***

1. THIS IS THE AWARD OF AN INDEFINITE-DELIVERY INDEFINITE-QUANTITY CONTRACT FOR THE ACTUATOR ASSEMBLY. THE EFFECTIVE ORDERING PERIOD OF THIS CONTRACT IS FROM DATE OF AWARD TO DECEMBER 31, 2003.

2. SOLICITATION SECTIONS K,L, AND M ARE INCORPORATED BY REFERENCE AND ARE NOT PROVIDED.

3. UTILIZATION OF HIGHER LEVEL CONTRACT REQUIREMENT - MIL-I-45208 IN LIEU OF ISO 9003 IS AUTHORIZED.

4. FIRST ARTICLE TESTING IS A REQUIREMENT OF THIS CONTRACT. TWO (2) EACH OF THE ACTUATOR ASSEMBLY, P/N 9377691, SHALL BE INSPECTED/TESTED IN ACCORDANCE WITH DRAWING 9377691 AND QUALITY ASSURANCE REQUIREMENTS (QAR's) 9377691 (NOTE THE REQUIREMENT FOR AN ENDURANCE AND LEAKAGE TEST IN THE QAR). ALSO, TWO (2) EACH OF COMPONENT PARTS, P/Ns 9377692, 9377693, 9377694, SHALL BE INSPECTED IN ACCORDANCE WITH DRAWING REQUIREMENTS.

5. PRICING SPREADSHEET IS SHOWN AT EXHIBIT B.

*** END OF NARRATIVE A 005 ***

Name of Offeror or Contractor: H AND R PARTS CO INC

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|--|--|
| 0001 | <p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>Supplies or Services and Prices/Costs</u></p> <p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: ACTUATOR ASSEMBLY SECURITY CLASS: Unclassified</p> <p>NSN: 1015-01-255-4159 PART NUMBER 9377691</p> <p>CLIN 0001 WILL BE AWARDED AS AN INDEFINITE-DELIVERY INDEFINITE-QUANTITY CONTRACT (IDIQ), IN ACCORDANCE WITH FAR 52.216-22. THE MINIMUM QUANTITY FOR THE CONTRACT IS 130 EACH (CLIN 0001AB) AND WILL BE OBLIGATED AT CONTRACT AWARD.</p> <p>THE FOLLOWING ACTIVITY IS AUTHORIZED TO ISSUE ORDERS UNDER THIS CONTRACT: US ARMY TANK-AUTOMOTIVE & ARMAMENTS CM ATTN: AMSTA-AC-LC-CAW-A ROCK ISLAND IL, 61299</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p>CONTRACTOR'S ARE DIRECTED TO REFER TO SECTION D FOR PACKAGING AND MARKING REQUIREMENTS.</p> <p>(End of narrative D001)</p> | | | | |
| 0002 | <p><u>Supplies or Services and Prices/Costs</u></p> <p><u>DATA ITEM</u></p> <p>NOUN: DD FORM 1423 SECURITY CLASS: Unclassified Contractor will prepare and deliver the technical data in accordance with the requirements, quantities and schedules set forth in the Contract Data Requirements Lists (DD Form 1423), Exhibit A.</p> <p>A DD 250 IS NOT REQUIRED.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination</p> | | | <p>\$ <u> ** NSP ** </u></p> | <p>\$ <u> ** NSP ** </u></p> |

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 8 of 27****PIIN/SIIN** DAAE20-01-D-0039**MOD/AMD****Name of Offeror or Contractor:** H AND R PARTS CO INC

| <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|------------------------------|---|-------------|
| B-1 252.225-7008 DFARS | SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY | MAR/1998 |

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

-NONE-

(BA6701)

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

Page 9 of 27

PIIN/SIIN DAAE20-01-D-0039

MOD/AMD

Name of Offeror or Contractor: H AND R PARTS CO INC

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 enclosed Technical Data Package Listing 9377691 with revisions in effect as of 07/21/00 (except as follows):

see attachment

(CS6100)

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

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

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

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

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

Duplicate VECPs, which are received subsequently, will be returned to the contractor(s) without formal evaluation,

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 10 of 27****PIIN/SIIN** DAAE20-01-D-0039**MOD/AMD**

Name of Offeror or Contractor: H AND R PARTS CO INC

regardless of whether or not the first VECP has been approved and accepted by the Government. If the first VECP submitter's proposal is accepted by the Government, subsequent submitters will receive no VECP savings under their own or other contracts.

(End of Clause)

(CS7108)

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

Page 11 of 27

PIIN/SIIN DAAE20-01-D-0039

MOD/AMD

Name of Offeror or Contractor: H AND R PARTS CO INC

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 D, Date 15 DEC 99 and the Special Packaging Instruction contained in the TDP.

Preservation: MILITARY
Level of Packing: B
Quantity Per Unit Package: 001
SPI Number: 9377691, REV -, DATE 30 MAR 87

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: N/A

(End of clause)

(DS6411)

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

Page 12 of 27

PIIN/SIIN DAAE20-01-D-0039

MOD/AMD

Name of Offeror or Contractor: H AND R PARTS CO INC

SECTION E - INSPECTION AND ACCEPTANCE

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

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

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

(EA7001)

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|-----|-------------------------|---|-------------|
| E-1 | 52.246-2 | INSPECTION OF SUPPLIES - FIXED-PRICE | AUG/1996 |
| E-2 | 52.246-16 | RESPONSIBILITY FOR SUPPLIES | APR/1984 |
| E-3 | 52.209-4512 TACOM-RI | FIRST ARTICLE TEST (CONTRACTOR TESTING) | MAY/1994 |

a. The first article shall consist of:

Two (2) each of the Actuator Assembly, P/N 9377691, shall be inspected/tested in accordance with drawing 9377691 and Quality Assurance Requirements (QAR's) 9377691 (note the requirement for an endurance and leakage test in the QAR). Also, two (2) each of component parts, P/Ns 9377692, 9377693, and 9377694, shall be inspected in accordance with drawing requirements. Inspect assembly and component parts to the drawing and SQAP requirements.

b. The first article shall be representative of items to be manufactured using the same processes and procedures and at the same facility as contract production. All parts and materials, including packaging and packing, shall be obtained from the same source of supply as will be used during regular production. All components, subassemblies, and assemblies in the first article sample shall have been produced by the Contractor (including subcontractors) using the technical data package provided by the Government.

c. The first article shall be inspected and tested by the contractor for all requirements of the drawing(s), the QAPs, and specification(s) referenced thereon, except for:

(1) Inspections and tests contained in material specifications provided that the required inspection and tests have been performed previously and certificates of conformance are submitted with the First Article Test Report.

(2) Inspections and tests for Military Standard (MS) components and parts provided that inspection and tests have been performed previously and certifications for the components and parts are submitted with the First Article Test Report.

(3) Corrosion resistance tests over 10 days in length provided that a test specimen or sample representing the same process has successfully passed the same test within 30 days prior to processing the first article, and results of the tests are submitted with the First Article Test Report.

(4) Life cycle tests over 10 days in length provided that the same or similar items manufactured using the same processes have successfully passed the same test within 1 year prior to processing the first article and results of the tests are submitted with the First Article Test Report.

(5) Onetime qualification tests, which are defined as a onetime on the drawing(s), provided that the same or similar item manufactured using the same processes has successfully passed the tests, and results of the test are on file at the contractor's facility and certifications are submitted with the First Article Test Report.

d. The Contractor shall provide to the Contracting Officer at least 15 calendar days advance notice of the scheduled date for final inspection and test of the first article. Those inspections which are of a destructive nature shall be performed upon additional sample parts selected from the same lot(s) or batch(es) from which the first article was selected.

e. A First Article Test Report shall be compiled by the contractor documenting the results of all inspections and tests (including supplier's and vendor's inspection records and certifications, when applicable). The First Article Test Report shall include actual inspection and test results to include all measurements, recorded test data, and certifications (if applicable) keyed to each drawing, specification and QAP requirement and identified by each individual QAP characteristic, drawing/specification characteristic and unlisted characteristic. The Government Quality Assurance Representative's (QAR) findings shall be documented on DD Form 1222, Request for and Results of Tests, and attached to the contractor's test report. Two copies of the First Article Test Report and the DD Form 1222 will be submitted through the Administrative Contracting Officer to the Contracting Officer with an additional information copy furnished to N/A.

| | | |
|---------------------------|--|----------------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued | Page 13 of 27 |
| | PIIN/SIIN DAAE20-01-D-0039 | MOD/AMD |

Name of Offeror or Contractor: H AND R PARTS CO INC

f. Notwithstanding the provisions for waiver of first article, an additional first article sample or portion thereof, may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of 90 days, or (iii) whenever a change occurs in place of performance, manufacturing process, material used, drawing, specification or source of supply. When conditions (i), (ii), or (iii) above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for the additional first article sample or portion thereof, and instructions provided concerning the submission, inspection, and notification of results. Costs of the first article testing resulting from production process change, change in the place of performance, or material substitution shall be borne by the Contractor.

(End of Clause)

(ES6031)

E-4 52.246.4025 HIGHER LEVEL CONTRACT REQUIREMENT, TACOM QUALITY SYSTEM REQUIREMENT OCT/2000
TACOM-RI

(a) As the contractor, you shall implement and maintain a quality system that ensures the functional and physical conformity of all products or services you furnish under this contract. Your quality system shall achieve defect detection through final inspection and test. Your quality system shall, at a minimum, comply with the requirements of an ISO 9003 system.

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

- () ISO 9001
- () ISO 9002
- () ISO 9003
- () QS 9000
- () ANSI/ASQ 9001
- () ANSI/ASQ 9002
- () ANSI/ASQ 9003

(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)

(ES7023)

E-5 52.246-4532 DESTRUCTIVE TESTING MAY/1994
TACOM-RI

a. All costs for destructive testing by the Contractor and items destroyed by the Government are considered as being included in the contract unit price.

b. Where destructive testing of items or components thereof is required by contract or specification, the number of items or components required to be destructively tested, whether destructively tested or not, shall be in addition to the quantity to be delivered to the Government as set forth in the Contract Schedule.

c. All pieces of the complete First Article shall be considered as destructively tested items unless specifically exempted by other provisions of this contract.

d. The Contractor shall not reuse any components from items used in a destructive test during First Article, lot acceptance or in process testing, unless specifically authorized by the Contracting Officer.

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

Page 14 of 27

PIIN/SIIN DAAE20-01-D-0039

MOD/AMD

Name of Offeror or Contractor: H AND R PARTS CO INC

e. The Government reserves the right to take title to all or any items or components described above. The Government may take title to all or any items or components upon notice to the Contractor. The items or components of items to which the Government takes title shall be shipped in accordance with the Contracting Officer's instructions. Those items and components to which the Government does not obtain title shall be rendered inoperable and disposed of as scrap by the Contractor.

(End of Clause)

(ES7011)

E-6 52.246-4540 CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2-2000 MAR/1997
TACOM-RI

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 "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" 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" 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)

Please note Clause ES6031 Destructive Testing.

First Article Testing is a requirement of this contract. Two (2) each of the Actuator Assembly, P/N 9377691, shall be inspected/tested in accordance with drawing 9377691 and Quality Assurance Requirements (QAR's) 9377691 (note the requirement for an endurance and leakage test in the QAR). Also, two (2) each of component parts, P/Ns 9377692, 9377693, and 9377694, shall be inspected in accordance with drawing requirements.

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 15 of 27****PIIN/SIIN** DAAE20-01-D-0039**MOD/AMD**

Name of Offeror or Contractor: H AND R PARTS CO INC

*** END OF NARRATIVE E 001 ***

| | | |
|---------------------------|--|----------------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued | Page 16 of 27 |
| | PIIN/SIIN DAAE20-01-D-0039 | MOD/AMD |

Name of Offeror or Contractor: H AND R PARTS CO INC

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 | 52.242-17 | GOVERNMENT DELAY OF WORK | APR/1984 |
| F-2 | 52.247-34 | F.O.B. DESTINATION | JAN/1991 |
| F-3 | 52.247-48 | F.O.B. DESTINATION - EVIDENCE OF SHIPMENT | FEB/1999 |
| F-4 | 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-5 | 52.247-4531 TACOM-RI | COGNIZANT TRANSPORTATION OFFICER | MAY/1993 |
|-----|-------------------------|----------------------------------|----------|

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

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

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

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

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

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

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

(End of Clause)

(FS7240)

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 17 of 27

PIIN/SIIN DAAE20-01-D-0039

MOD/AMD

Name of Offeror or Contractor: H AND R PARTS CO INC

SECTION G - CONTRACT ADMINISTRATION DATA

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

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

(End of clause)

(GS7016)

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

Page 18 of 27

PIIN/SIIN DAAE20-01-D-0039

MOD/AMD

Name of Offeror or Contractor: H AND R PARTS CO INC

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 SCHMIDTL@RIA.ARMY.MIL and AMSTA-LC-CTRL@ria.army.mil. The data fax numbers for submission are 0717, ATTN: Lorrie Schmidt and (309) 782-1338 (ATTN: Nancy Fraser).

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

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

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

(End of clause)

(HS7506)

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 19 of 27

PIIN/SIIN DAAE20-01-D-0039

MOD/AMD

Name of Offeror or Contractor: H AND R PARTS CO INC

H-5

52.247-4545
TACOM-RI

PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION

MAY/1993

The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

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

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

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

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

Rail Freight Station Name and Address: _____

Serving Carrier: _____

(End of Clause)

(HS7600)

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 20 of 27

PIIN/SIIN DAAE20-01-D-0039

MOD/AMD

Name of Offeror or Contractor: H AND R PARTS CO INC

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 | 52.219-6 | NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE | JUL/1996 |
| I-12 | 52.219-14 | LIMITATIONS ON SUBCONTRACTING | DEC/1996 |
| I-13 | 52.222-21 | PROHIBITION OF SEGREGATED FACILITIES | FEB/1999 |
| I-14 | 52.222-26 | EQUAL OPPORTUNITY | FEB/1999 |
| I-15 | 52.222-35 | AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA | APR/1998 |
| I-16 | 52.222-36 | AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES | JUN/1998 |
| I-17 | 52.222-37 | EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA | JAN/1999 |
| I-18 | 52.223-6 | DRUG-FREE WORKPLACE | MAR/2001 |
| I-19 | 52.225-8 | DUTY-FREE ENTRY | FEB/2000 |
| I-20 | 52.225-13 | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES | JUL/2000 |
| I-21 | 52.226-1 | UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES | JUN/2000 |
| I-22 | 52.229-3 | FEDERAL, STATE, AND LOCAL TAXES | JAN/1991 |
| I-23 | 52.229-5 | TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO | APR/1984 |
| I-24 | 52.230-3 | DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES | APR/1998 |
| I-25 | 52.232-1 | PAYMENTS | APR/1984 |
| I-26 | 52.232-8 | DISCOUNTS FOR PROMPT PAYMENT | MAY/1997 |
| I-27 | 52.232-11 | EXTRAS | APR/1984 |
| I-28 | 52.232-17 | INTEREST | JUN/1996 |
| I-29 | 52.232-23 | ASSIGNMENT OF CLAIMS - ALTERNATE I | APR/1984 |
| I-30 | 52.232-25 | PROMPT PAYMENT | MAR/2001 |
| I-31 | 52.232-33 | PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION | MAY/1999 |
| I-32 | 52.233-1 | DISPUTES | JAN/1999 |
| I-33 | 52.233-3 | PROTEST AFTER AWARD | OCT/1995 |
| I-34 | 52.242-13 | BANKRUPTCY | JUL/1995 |
| I-35 | 52.243-1 | CHANGES - FIXED PRICE | AUG/1987 |
| I-36 | 52.244-6 | SUBCONTRACTS FOR COMMERCIAL ITEMS | MAR/2001 |
| I-37 | 52.247-63 | PREFERENCE FOR U.S. - FLAG AIR CARRIERS | JAN/1997 |
| I-38 | 52.248-1 | VALUE ENGINEERING | FEB/2000 |
| I-39 | 52.249-1 | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)(SHORT FORM) | APR/1984 |
| I-40 | 52.249-2 | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) | SEP/1996 |
| I-41 | 52.249-8 | DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) | APR/1984 |
| I-42 | 52.253-1 | COMPUTER GENERATED FORMS | JAN/1991 |
| I-43 | 252.204-7003 | CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT DFARS | APR/1992 |
| I-44 | 252.204-7004 | REQUIRED CENTRAL CONTRACTOR REGISTRATION | MAR/2000 |

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

Page 21 of 27

PIIN/SIIN DAAE20-01-D-0039

MOD/AMD

Name of Offeror or Contractor: H AND R PARTS CO INC

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|------|------------------------|---|-------------|
| I-45 | DFARS 252.209-7000 | ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER | NOV/1995 |
| | DFARS | THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY | |
| I-46 | 252.225-7001 | BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM | MAR/1998 |
| | DFARS | | |
| I-47 | 252.225-7002 | QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS | DEC/1991 |
| | DFARS | | |
| I-48 | 252.225-7009 | DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND | AUG/2000 |
| | DFARS | COMPONENTS) | |
| I-49 | 252.225-7012 | PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES | AUG/2000 |
| | DFARS | | |
| I-50 | 252.225-7031 | SECONDARY ARAB BOYCOTT OF ISRAEL | JUN/1992 |
| | DFARS | | |
| I-51 | 252.231-7000 | SUPPLEMENTAL COST PRINCIPLES | DEC/1991 |
| | DFARS | | |
| I-52 | 252.242-7000 | POSTAWARD CONFERENCE | DEC/1991 |
| | DFARS | | |
| I-53 | 252.243-7001 | PRICING OF CONTRACT MODIFICATIONS | DEC/1991 |
| | DFARS | | |
| I-54 | 252.243-7002 | REQUESTS FOR EQUITABLE ADJUSTMENT | MAR/1998 |
| | DFARS | | |
| I-55 | 252.246-7000 | MATERIAL INSPECTION AND RECEIVING REPORT | DEC/1991 |
| | DFARS | | |
| I-56 | 52.216-18 | ORDERING | OCT/1995 |

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from DATE OF AWARD through December 31, 2003.

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

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

End of Clause

(IP6155)

| | | | |
|------|-----------|-------------------|----------|
| I-57 | 52.216-19 | ORDER LIMITATIONS | OCT/1995 |
|------|-----------|-------------------|----------|

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

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

(1) Any order for a single item in excess of the maximum quantity specified on the Pricing Evaluation Spreadsheet;

(2) Any order for a combination of items in excess of the maximum quantity specified on the Pricing Evaluation Spreadsheet; or

(3) A series of orders from the same ordering office within 60 days after the last scheduled delivery date for the order(s) issued prior to December 31, 2003 that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

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

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order

| | | |
|---------------------------|--|----------------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued | Page 22 of 27 |
| | PIIN/SIIN DAAE20-01-D-0039 | MOD/AMD |

Name of Offeror or Contractor: H AND R PARTS CO INC

limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

(IF6029)

I-58 52.216-22 INDEFINITE QUANTITY OCT/1995

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the performance period has expired.

(End of clause)

(IF6036)

I-59 52.202-1 DELETED 7 FEB 01 AND REPLACED BY IF0197, DEFINITIONS OCT/1995

DELETED 7 FEB 01 AND REPLACED BY IF0197

I-60 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-61 52.203-7 ANTI-KICKBACK PROCEDURES JUL/1995

(a) Definitions.

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

Page 23 of 27

PIIN/SIIN DAAE20-01-D-0039

MOD/AMD

Name of Offeror or Contractor: H AND R PARTS CO INC

'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

(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-62 52.209-3 FIRST ARTICLE APPROVAL-CONTRACTOR TESTING, ALTERNATE I AND ALTERNATE JAN/1997

II

(a) The Contractor shall test * unit(s) of Lot/Item * as specified in this contract. At least fifteen (15) calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and

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

Page 24 of 27

PIIN/SIIN DAAE20-01-D-0039

MOD/AMD

Name of Offeror or Contractor: H AND R PARTS CO INC

location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within ** calendar days from the date of this contract to * marked 'FIRST ARTICLE TEST REPORT: Contract No.____,Lot/Item No.____.' Within thirty (30) calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.

(h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the Offeror/Contractor and have been accepted by the Government. The Offeror/Contractor may request a waiver.

(i) The Contractor shall produce both the first article and the production quantity at the same facility.

* (See instructions regarding submission of First Article clause)

** (See Schedule B)

(End of Clause)

(IF7116)

I-63

52.209-6

PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH
CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT

AUG/1995

(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

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 25 of 27**

PIIN/SIIN DAAE20-01-D-0039

MOD/AMD

Name of Offeror or Contractor: H AND R PARTS CO INC

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-64 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT OCT/1997

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

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

(End of Clause)

(IF7003)

I-65 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-66 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.

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

Page 26 of 27

PIIN/SIIN DAAE20-01-D-0039

MOD/AMD

Name of Offeror or Contractor: H AND R PARTS CO INC

(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-67 52.244-6 DELETED 07 FEB 01 AND REPLACED BY IF0352, SUBCONTRACTS FOR COMMERCIAL OCT/1998
ITEMS

IF7253 WAS DELETED 7 FEB 01 AND REPLACED BY IF0352

I-68 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)

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 27 of 27**

PIIN/SIIN DAAE20-01-D-0039

MOD/AMD

Name of Offeror or Contractor: H AND R PARTS CO INC

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 | CONTRACT DATA REQUIREMENTS LIST | | | |
| Exhibit B | PRICING CHART | | | |
| Attachment 001 | CD ROM | | | |
| Attachment 002 | DOCUMENT SUMMARY LIST | | | |
| Attachment 003 | SECTION C | | | |

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

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

(End of Clause)

(JS7001)