

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b>				<b>1. Requisition Number</b> SEE SCHEDULE		<b>Page</b> 1 Of 5	
<b>Offeror To Complete Block 12, 17, 23, 24, &amp; 30</b>							
<b>2. Contract No.</b> DAAE20-01-D-0099		<b>3. Award/Effective Date</b> 2001SEP17		<b>4. Order Number</b>		<b>5. Solicitation Number</b> DAAE20-01-T-0220	
<b>7. For Solicitation Information Call:</b>		<b>A. Name</b> SYLVIA GAUTHIER		<b>B. Telephone Number (No Collect Calls)</b> (309)782-7290		<b>6. Solicitation Issue Date</b> 2001MAY01	
<b>9. Issued By</b> TACOM-ROCK ISLAND AMSTA-LC-CTT ROCK ISLAND IL 61299-7630		<b>Code</b> W52H09		<b>10. This Acquisition Is</b>		<b>11. Delivery For FOB Destination Unless Block Is Marked</b>	
<b>e-mail:</b> GAUTHIERS@RIA.ARMY.MIL				<input checked="" type="checkbox"/> Unrestricted		<input checked="" type="checkbox"/> See Schedule	
				<input type="checkbox"/> Set Aside: % For		<input checked="" type="checkbox"/> 13a. This Contract Is A Rated Order Under DPAS (18 CFR 700)	
				<input type="checkbox"/> Small Business		<b>13b. Rating</b> DOA5	
				<input type="checkbox"/> Small Disadv Business		<b>14. Method Of Solicitation</b>	
<input type="checkbox"/> 8(A)		<b>SIC:</b>		<input checked="" type="checkbox"/> RFQ		<input type="checkbox"/> IFB	
<input type="checkbox"/> Size Standard:				<input type="checkbox"/> RFP			
<b>15. Deliver To</b> SEE SCHEDULE		<b>Code</b>		<b>16. Administered By</b> DCM TWIN CITIES 3001 METRO DRIVE BLOOMINGTON MN 55425-1573			
<b>Telephone No.</b>				<b>Code</b> S2401A			
<b>17. Contractor/Offeror</b> SMITH S J CO INC 3707 W RIVER DR DAVENPORT IA 52802-2411		<b>Code</b> 2N560		<b>Facility</b>		<b>18a. Payment Will Be Made By</b> DFAS COLUMBUS CENTER WEST ENTITLEMENT OPERATIONS PO BOX 182381 COLUMBUS OH 43218-2381	
<b>Telephone No.</b>						<b>Code</b> HQ0339	
<input type="checkbox"/> 17b. Check If Remittance Is Different And Put Such Address In Offer				<b>18b. Submit Invoices To Address Shown In Block 18a Unless Block Below Is Checked</b>			
<input type="checkbox"/> See Addendum							
<b>19. Item No.</b>		<b>20. Schedule Of Supplies/Services</b>		<b>21. Quantity</b>		<b>22. Unit</b>	
		SEE SCHEDULE Contract Expiration Date: 2005DEC31 (Attach Additional Sheets As Necessary)				<b>23. Unit Price</b>	
						<b>24. Amount</b>	
<b>25. Accounting And Appropriation Data</b>						<b>26. Total Award Amount (For Govt. Use Only)</b> \$0.00	
<input checked="" type="checkbox"/> 27a. Solicitation Incorporates By Reference FAR 52.212-1, 52.212-4. FAR 52.212-3 And 52.212-5 Are Attached.						<input checked="" type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.	
<input checked="" type="checkbox"/> 27b. Contract/Purchase Order Incorporates By Reference FAR 52.212-4. FAR 52.212-5 Is Attached. Addenda						<input checked="" type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.	
<b>28. Contractor Is Required To Sign This Document And Return</b> <u>2</u> <b>Copies</b>				<b>29. Award Of Contract: Reference</b> DAAE2001T0220 <b>Offer</b>			
<input checked="" type="checkbox"/> <b>To Issuing Office. Contractor Agrees To Furnish And Deliver All Items Set Forth Or Otherwise Identified Above And On Any Additional Sheets Subject To The Terms And Conditions Specified Herein.</b>				<input checked="" type="checkbox"/> <b>Dated</b> 2001JUN01 <b>. Your Offer On Solicitation (Block 5) Including Any Additions Or Changes Which Are Set Forth Herein Is Accepted As To Items:</b> SEE SCHEDULE			
<b>30a. Signature Of Offeror/Contractor</b>				<b>31a. United States Of America (Signature Of Contracting Officer)</b>			
<b>30b. Name And Title Of Signer (Type Or Print)</b>		<b>30c. Date Signed</b>		<b>31b. Name Of Contracting Officer (Type Or Print)</b> HOWARD LEWIS /SIGNED/ LEWISH@RIA.ARMY.MIL (309)782-3506		<b>31c. Date Signed</b>	
<b>32a. Quantity In Column 21 Has Been</b>				<b>33. Ship Number</b>		<b>34. Voucher Number</b>	
<input type="checkbox"/> Received <input type="checkbox"/> Inspected <input type="checkbox"/> Accepted And Conforms To The Contract Except As Noted				<input type="checkbox"/> Partial <input type="checkbox"/> Final		<b>35. Amount Verified Correct For</b>	
<b>32b. Signature Of Authorized Government Representative</b>		<b>32c. Date</b>		<b>36. Payment</b>		<b>37. Check Number</b>	
				<input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final			
				<b>38. S/R Account Number</b>		<b>39. S/R Voucher Number</b>	
				<b>40. Paid By</b>			
<b>41a. I Certify This Account Is Correct And Proper For Payment</b>				<b>42a. Received By (Print)</b>			
<b>41b. Signature And Title Of Certifying Officer</b>		<b>41c. Date</b>		<b>42b. Received At (Location)</b>			
				<b>42c. Date Recd (YYMMDD)</b>		<b>42d. Total Containers</b>	

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

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PIIN/SIIN DAAE20-01-D-0099

MOD/AMD

**Name of Offeror or Contractor:** SMITH S J CO INC

## SUPPLEMENTAL INFORMATION

1. THIS CONTRACT IS THE AWARD OF A LONG-TERM (5 YEAR) REQUIREMENT TYPE CONTRACT UNDER WHICH ORDERS WILL BE PLACED FOR THE FOLLOWING ITEMS:

WELDING MACHINE NSN: 3431-00-235-4728

THIS CONTRACT WILL INCLUDE FIVE ORDERING PERIODS AS SET FORTH BELOW:

1. AWARD DATE THROUGH - 31 DEC 01
2. 01 JAN 02 - 31 DEC 02
3. 01 JAN 03 - 31 DEC 03
4. 01 JAN 04 - 31 DEC 04
5. 01 JAN 05 - 31 DEC 05

NO ORDERS WILL BE PLACED BEYOND 31 DEC 05.

2. THIS AWARD IN NO WAY OBLIGATES THE GOVERNMENT TO PLACE AN ORDER.
3. ALL DELIVERY ORDERS UNDER THIS CONTRACT WILL BE ISSUED UNILATERALLY BY THE GOVERNMENT (CONTRACTING OFFICER) WITH FIRM DELIVERY DATES.
4. DELIVERIES ARE DUE NO LATER THAN 30 DAYS AFTER RECEIPT OF ORDER AT 100 PER MONTH.
5. ALL DELIVERY ORDERS UNDER THIS CONTRACT WILL BE ISSUED UTILIZING THE UNIT PRICE REFLECTED IN THE APPROPRIATE ORDER PERIOD.
6. FOB WILL BE ORIGIN FOR ALL QUANTITIES.
7. ALL TERMS AND CONDITIONS IN SOLICITATION DAAE20-01-T-0220 HAVE BEEN AGREED TO AND ARE INCORPORATED INTO THIS CONTRACT.
8. AMENDMENT 0001 DATED 01 MAY 01 IS HEREBY INCORPORATED INTO THIS CONTRACT.
9. CLAUSE AS7025 52.246-4506 NOTICE OF HIGHER LEVEL CONTRACT REQUIREMENT, TACOM QUALITY SYSTEM REQUIREMENT - ALTERNATE II IS HEREBY DELETED FROM THIS CONTRACT.
10. CLAUSE IF6029 IS CHANGED AS FOLLOWS:  

FROM:	TO:
(a) MINIMUM ORDER: NONE	(a) MINIMUM ORDER: 25
(b) MAXIMUM ORDER: THE CONTRACTOR IS NOT OBLIGATED TO HONOR	(b) 100
11. CLAUSE IF6031 PARAGRAPH (f) IS CHANGED AS FOLLOWS:  

FROM: 31 DEC 05	TO: 31 MAR 06
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\*\*\* END OF NARRATIVE A 004 \*\*\*

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<b>Name of Offeror or Contractor:</b> SMITH S J CO INC			

CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.216-19	ORDER LIMITATIONS	OCT/1995
	(a) Minimum order. 25 (b) Maximum order. 100		
(1) Any order for a single item in excess of MAXIMUM QUANTITY			
(2) Any order for a combination of items in excess of N/A or			
(3) A series of orders from the same ordering office within 90 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.			
(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.			
(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 30 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)

2	52.216-21	REQUIREMENTS	OCT/1995
(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.			
(b) Delivery or performance shall be made only in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.			
(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.			
(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.			
(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.			
(f) 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 the 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 31 MAR 2006.			

(End of clause)

(IF6031)

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**Name of Offeror or Contractor:** SMITH S J CO INC

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MOD/AMD

**Name of Offeror or Contractor:** SMITH S J CO INC

## LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Attachment 001	PRICE SPREADSHEET	20-AUG-2001	1PG	
Attachment 002	ATTACHMENT 0001	01-MAY-2001	6PG	
Attachment 003	CONTRACTOR LETTER	23-AUG-2001	1PG	
Attachment 004	N/A			
Attachment 005	N/A			
Attachment 006	N/A			