

| | | | | | | | |
|---|--|---|--|---|-----------------|---|--|
| SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS | | | | 1. Requisition Number SEE SCHEDULE | | Page 1 Of 19 | |
| Offeror To Complete Block 12, 17, 23, 24, & 30 | | | | | | | |
| 2. Contract No. DAAE20-02-C-0142 | | 3. Award/Effective Date 2002SEP24 | | 4. Order Number | | 5. Solicitation Number | |
| 7. For Solicitation Information Call: | | A. Name PATRICIA CAHILL | | B. Telephone Number (No Collect Calls) (309)782-0852 | | 6. Solicitation Issue Date | |
| 9. Issued By TACOM-ROCK ISLAND AMSTA-LC-CTR-E ROCK ISLAND IL 61299-7630 | | Code W52H09 | | 10. This Acquisition Is | | 11. Delivery For FOB Destination Unless Block Is Marked | |
| e-mail: CAHILLP@RIA.ARMY.MIL | | | | <input checked="" type="checkbox"/> Unrestricted | | <input 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 <input type="checkbox"/> Small Disadv Business <input type="checkbox"/> 8(A) | | 13b. Rating DOA5 | |
| | | | | SIC: | | 14. Method Of Solicitation | |
| | | | | Size Standard: | | <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP | |
| 15. Deliver To SEE SCHEDULE | | Code | | 16. Administered By DCMA BALTIMORE 217 EAST REDWOOD ST SUITE 1800 BALTIMORE MD 21202-5299 | | | |
| | | | | Code S2101A | | | |
| Telephone No. | | | | | | | |
| 17. Contractor/Offeror VIERECK CO 9135 GUILFORD ROAD COLUMBIA MD 21046-0000 | | Code 1B589 Facility | | 18a. Payment Will Be Made By DFAS COLUMBUS CENTER DFAS-CO/SOUTH ENTITLEMENT OPERATION P O BOX 182264 COLUMBUS OH 43218-2264 | | | |
| | | | | Code HQ0338 | | | |
| Telephone No. | | | | | | | |
| <input type="checkbox"/> 17b. Check If Remittance Is Different And Put Such Address In Offer | | 18b. Submit Invoices To Address Shown In Block 18a Unless Block Below Is Checked <input type="checkbox"/> See Addendum | | | | | |
| 19. Item No. | | 20. Schedule Of Supplies/Services | | 21. Quantity | 22. Unit | 23. Unit Price | 24. Amount |
| | | SEE SCHEDULE | | | | | |
| (Attach Additional Sheets As Necessary) | | | | | | | |
| 25. Accounting And Appropriation Data SEE ADDENDUM | | | | | | 26. Total Award Amount (For Govt. Use Only) \$416,900.00 | |
| <input type="checkbox"/> 27a. Solicitation Incorporates By Reference FAR 52.212-1, 52.212-4, FAR 52.212-3 And 52.212-5 Are Attached. | | | | | | <input type="checkbox"/> Are <input type="checkbox"/> Are Not Attached. | |
| <input checked="" type="checkbox"/> 27b. Contract/Purchase Order Incorporates By Reference FAR 52.212-4, FAR 52.212-5 Is Attached. Addenda | | | | | | <input checked="" type="checkbox"/> Are <input type="checkbox"/> Are Not Attached. | |
| 28. Contractor Is Required To Sign This Document And Return <u>2</u> Copies <input checked="" type="checkbox"/> To Issuing Office. Contractor Agrees To Furnish And Deliver All Items Set Forth Or Otherwise Identified Above And On Any Additional Sheets Subject To The Terms And Conditions Specified Herein. | | | | 29. Award Of Contract: Reference _____ Offer <input type="checkbox"/> Dated _____. Your Offer On Solicitation (Block 5) Including Any Additions Or Changes Which Are Set Forth Herein Is Accepted As To Items: | | | |
| 30a. Signature Of Offeror/Contractor | | | | 31a. United States Of America (Signature Of Contracting Officer) | | | |
| 30b. Name And Title Of Signer (Type Or Print) | | 30c. Date Signed | | 31b. Name Of Contracting Officer (Type Or Print) HOWARD LEWIS /SIGNED/ LEWISH@RIA.ARMY.MIL (309)782-3506 | | 31c. Date Signed | |
| 32a. Quantity In Column 21 Has Been <input type="checkbox"/> Received <input type="checkbox"/> Inspected <input type="checkbox"/> Accepted And Conforms To The Contract Except As Noted | | | | 33. Ship Number | | 34. Voucher Number | 35. Amount Verified Correct For |
| 32b. Signature Of Authorized Government Representative | | 32c. Date | | <input type="checkbox"/> Partial <input type="checkbox"/> Final | | | |
| | | | | 36. Payment <input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final | | 37. Check Number | |
| | | | | 38. S/R Account Number | | 39. S/R Voucher Number | 40. Paid By |
| 41a. I Certify This Account Is Correct And Proper For Payment | | | | 42a. Received By (Print) | | | |
| 41b. Signature And Title Of Certifying Officer | | 41c. Date | | 42b. Received At (Location) | | | |
| | | | | 42c. Date Recd (YYMMDD) | | 42d. Total Containers | |

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

Page 2 of 19

PIIN/SIIN DAAE20-02-C-0142

MOD/AMD

Name of Offeror or Contractor: VIERECK CO

SUPPLEMENTAL INFORMATION

| Regulatory Cite | Title | Date |
|------------------------------|---------------------------------|----------|
| 1 52.201-4501 TACOM-RI | NOTICE ABOUT TACOM-RI OMBUDSMAN | APR/2002 |

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-AQ-AR (OMBUDSMAN)
Rock Island IL 61299-7630
Phone: (309) 782-3224
Electronic Mail Address: ombudsman@ria.army.mil

e. If you contact the Ombudsman, please provide him with the following information:

- (1) TACOM-RI solicitation number;
- (2) Name of PCO;
- (3) Problem description;
- (4) Summary of your discussions with the buyer/PCO.

(End of clause)

(AS7006)

| | | | |
|---|-------------------------|---|----------|
| 2 | 52.215-4503 TACOM-RI | NOTICE TO OFFERORS - ELECTRONIC BID/OFFER RESPONSE REQUIRED | FEB/2002 |
|---|-------------------------|---|----------|

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/>).

2. In response to this 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)

LS7013, Electronic Award Notice - TACOM-RI

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 3 of 19**

PIIN/SIIN DAAE20-02-C-0142

MOD/AMD

Name of Offeror or Contractor: VIERECK CO

(TACOM-RI 52.215-4511)

(End of clause)

(AS7004)

3 52.233-4503 AMC-LEVEL PROTEST PROGRAM
TACOM-RI

JUN/1998

(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/cc/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)

4 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) 782-6591.

(END OF CLAUSE)

(AS7502)

THE LATHE, ENGINE IS TO BE PRODUCED IN ACCORDANCE WITH THE ATTACHMENT 001.

ITEM: LATHE, ENGINE
NSN: 3416-01-030-8195

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 4 of 19****PIIN/SIIN** DAAE20-02-C-0142**MOD/AMD****Name of Offeror or Contractor:** VIERECK CO

MAXIMUM QTY: 22

FOB: DESTINATION

TYPE OF CONTRACT: FIRM FIXED PRICE, OTHER THAN FULL AND OPEN COMPETITION.

1. THIS COMMERCIAL CONTRACT IS AWARDED FOR 22 EACH, ENGINE LATHE, NSN: 3416-01-030-8195. DELIVERY IS 60 DAYS AFTER AWARD.
2. PRICES SHALL BE SUBMITTED ON AN FOB DESTINATION BASIS; ABERDEEN PROVING GROUNDS, MD. THE CONTRACTOR SHALL PROVIDE A DD250 WITH EACH DELIVERY FOR ACCOUNTABILITY AND ACCEPTANCE PURPOSES.
3. ATTACHMENT 001 PART 1 - SECTION C DESCRIPTION/SPECIFICATIONS 2.3 FIRST SENTENCE IS CHANGED AS FOLLOWS:

FROM 2.3 DIALS. DIALS SHALL BE GRADUATED IN THE US AND METRIC SI SYSTEMS OF MEASUREMENT. DIAL GRADUATINGS, INDICATING STOCK REMOVAL OR TOOL MOVEMENT, SHALL BE IN INCREMENTS OF NOT MORE THAN 0.001 INCH AND 0.01MM.

TO: 2.3 DIALS. DIALS SHALL BE GRADUATED IN THE US AND METRIC SI SYSTEMS OF MEASUREMENT. DIAL GRADUATINGS, INDICATING STOCK REMOVAL OR TOOL MOVEMENT, SHALL BE IN INCREMENTS OF NOT MORE THAN 0.001 INCH AND 0.02 MM.
4. PRESERVATION AND PACKAGING SHALL BE COMMERCIAL IN ACCORDANCE WITH ASTM-D-3951 AND THE ADDITIONAL REQUIREMENTS AS SPECIFIED IN PART 1 SECTION D.
5. THE ENGINE LATHES MUST CONFORM TO ATTACHMENT 001 SECTION C DESCRIPTION SPECIFICATIONS.
6. WARRANTY IS TWO (2) YEAR STANDARD COMMERCIAL ON DEFECTIVE PARTS AND EQUIPMENT.

*** END OF NARRATIVE A 001 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAE20-02-C-0142 MOD/AMD

Name of Offeror or Contractor: VIERECK CO

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT | | | | | | | | | | | | | | | | | | | | | |
|-------------------|---|-----------------|-----------------|-----------------|---------------|-----------------|--------------|-----|----------------|--------|---|--|---|-------------------|-----------------|-----------------|-----|---|-------------|-----|---|-------------|--|--|--|--|
| | SUPPLIES OR SERVICES AND PRICES/COSTS | | | | | | | | | | | | | | | | | | | | | | | | | |
| 0001 | <u>Supplies or Services and Prices/Costs</u> | | | | | | | | | | | | | | | | | | | | | | | | | |
| 0001AA | <u>PRODUCTION QUANTITY</u> | 3 | EA | \$ 18,950.00000 | \$ 56,850.00 | | | | | | | | | | | | | | | | | | | | | |
| | NSN: 3416-01-030-8195 NOUN: LATHE, ENGINE FSCM: 19200 PART NR: 1334-MIL SECURITY CLASS: Unclassified PRON: M12A0VB3M1 PRON AMD: 01 ACRN: AA AMS CD: 54300200194 <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination <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>W52H092260A472</td> <td>W90CTN</td> <td>J</td> <td></td> <td>2</td> </tr> </table> <table border="0"> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> </tr> <tr> <td>001</td> <td>3</td> <td>22-NOV-2002</td> </tr> </table> FOB POINT: Destination SHIP TO: <u>PARCEL POST ADDRESS</u> (W90CTN) PR USA ORDNANCE CENTER AND SCHOOL BLDG 5015 BOOTHBY HILL RD PBO ABERDEEN PROV GROUND MD 21005-5201 | <u>REL CD</u> | <u>MILSTRIP</u> | <u>ADDR</u> | <u>SIG CD</u> | <u>MARK FOR</u> | <u>TP CD</u> | 001 | W52H092260A472 | W90CTN | J | | 2 | <u>DEL REL CD</u> | <u>QUANTITY</u> | <u>DEL DATE</u> | 001 | 3 | 22-NOV-2002 | | | | | | | |
| <u>REL CD</u> | <u>MILSTRIP</u> | <u>ADDR</u> | <u>SIG CD</u> | <u>MARK FOR</u> | <u>TP CD</u> | | | | | | | | | | | | | | | | | | | | | |
| 001 | W52H092260A472 | W90CTN | J | | 2 | | | | | | | | | | | | | | | | | | | | | |
| <u>DEL REL CD</u> | <u>QUANTITY</u> | <u>DEL DATE</u> | | | | | | | | | | | | | | | | | | | | | | | | |
| 001 | 3 | 22-NOV-2002 | | | | | | | | | | | | | | | | | | | | | | | | |
| 0001AB | <u>PRODUCTION QUANTITY</u> | 9 | EA | \$ 18,950.00000 | \$ 170,550.00 | | | | | | | | | | | | | | | | | | | | | |
| | NSN: 3416-01-030-8195 NOUN: LATHE, ENGINE FSCM: 19200 PART NR: 1334-MIL SECURITY CLASS: Unclassified PRON: M11A1330M1 PRON AMD: 01 ACRN: AB AMS CD: 53459562149 <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination <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>W52H092260A471</td> <td>W90CTN</td> <td>J</td> <td></td> <td>2</td> </tr> </table> <table border="0"> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> </tr> <tr> <td>001</td> <td>5</td> <td>22-NOV-2002</td> </tr> <tr> <td>002</td> <td>4</td> <td>22-DEC-2002</td> </tr> </table> | <u>REL CD</u> | <u>MILSTRIP</u> | <u>ADDR</u> | <u>SIG CD</u> | <u>MARK FOR</u> | <u>TP CD</u> | 001 | W52H092260A471 | W90CTN | J | | 2 | <u>DEL REL CD</u> | <u>QUANTITY</u> | <u>DEL DATE</u> | 001 | 5 | 22-NOV-2002 | 002 | 4 | 22-DEC-2002 | | | | |
| <u>REL CD</u> | <u>MILSTRIP</u> | <u>ADDR</u> | <u>SIG CD</u> | <u>MARK FOR</u> | <u>TP CD</u> | | | | | | | | | | | | | | | | | | | | | |
| 001 | W52H092260A471 | W90CTN | J | | 2 | | | | | | | | | | | | | | | | | | | | | |
| <u>DEL REL CD</u> | <u>QUANTITY</u> | <u>DEL DATE</u> | | | | | | | | | | | | | | | | | | | | | | | | |
| 001 | 5 | 22-NOV-2002 | | | | | | | | | | | | | | | | | | | | | | | | |
| 002 | 4 | 22-DEC-2002 | | | | | | | | | | | | | | | | | | | | | | | | |

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAE20-02-C-0142 MOD/AMD

Name of Offeror or Contractor: VIERECK CO

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|-----------------|---------------|
| 0001AC | <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W90CTN) PR USA ORDNANCE CENTER AND SCHOOL BLDG 5015 BOOTHBY HILL RD PBO ABERDEEN PROV GROUND MD 21005-5201</p> <p><u>PRODUCTION QUANTITY</u></p> <p>NSN: 3416-01-030-8195 NOUN: LATHE, ENGINE FSCM: 19200 PART NR: 1334-MIL SECURITY CLASS: Unclassified PRON: M10A0366M1 PRON AMD: 01 ACRN: AC AMS CD: 53459562159</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W52H092260A470 W90CTN J 2 <u>DEL REL CD QUANTITY DEL DATE</u> 001 2 22-NOV-2002</p> | 2 | EA | \$ 18,950.00000 | \$ 37,900.00 |
| 0001AD | <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W90CTN) PR USA ORDNANCE CENTER AND SCHOOL BLDG 5015 BOOTHBY HILL RD PBO ABERDEEN PROV GROUND MD 21005-5201</p> <p><u>PRODUCTION QUANTITY</u></p> <p>NSN: 3416-01-030-8195 NOUN: LATHE, ENGINE FSCM: 19200 PART NR: 1334-MIL SECURITY CLASS: Unclassified PRON: M12A0364M1 PRON AMD: 01 ACRN: AD AMS CD: 53459562145</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DOC SUPPL</p> | 8 | EA | \$ 18,950.00000 | \$ 151,600.00 |

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|---------------------------|--|----------------------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN DAAE20-02-C-0142 MOD/AMD | Page 8 of 19 |
|---------------------------|--|----------------------------|

Name of Offeror or Contractor: VIERECK CO

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)

| | | |
|---------------------------|---|----------------------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN DAAE20-02-C-0142 MOD/AMD | Page 9 of 19 |
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Name of Offeror or Contractor: VIERECK CO

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> |
|---|------------------------|---|-------------|
| 1 | 52.247-34 | F.O.B. DESTINATION | NOV/1991 |
| 2 | 52.247-48 | F.O.B. DESTINATION - EVIDENCE OF SHIPMENT | FEB/1999 |

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Reference No. of Document Being Continued

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PIIN/SIIN DAAE20-02-C-0142

MOD/AMD

Name of Offeror or Contractor: VIERECK CO

CONTRACT ADMINISTRATION DATA

| LINE | PRON/ ITEM | AMS CD | OBLG ACRN | STAT | ACCOUNTING CLASSIFICATION | JOB ORDER NUMBER | ACCOUNTING STATION | OBLIGATED AMOUNT |
|--------------|---------------------------|--------|--------------|------|---------------------------------------|------------------------|-----------------------|----------------------|
| 0001AA | M12A0VB3M1 54300200194 | | AA | 2 | 21 22035000026D6D02P54300231E1 S11116 | 27MVB3 | W52H09 \$ | 56,850.00 |
| 0001AB | M11A1330M1 53459562149 | | AB | 2 | 21 12035000016D6D02P53459531E1 S11116 | 1CT330 | W52H09 \$ | 170,550.00 |
| 0001AC | M10A0366M1 53459562159 | | AC | 2 | 21 02035000006D6D02P53459531E1 S11116 | OCT366 | W52H09 \$ | 37,900.00 |
| 0001AD | M12A0364M1 53459562145 | | AD | 2 | 21 22035000026D6D02P53459531E1 S11116 | 2CT364 | W52H09 \$ | 151,600.00 |
| TOTAL | | | | | | | | \$ 416,900.00 |

| SERVICE NAME | TOTAL BY ACRN | ACCOUNTING CLASSIFICATION | ACCOUNTING STATION | OBLIGATED AMOUNT |
|-----------------|---------------|---------------------------------------|-----------------------|----------------------|
| Army | AA | 21 22035000026D6D02P54300231E1 S11116 | W52H09 \$ | 56,850.00 |
| Army | AB | 21 12035000016D6D02P53459531E1 S11116 | W52H09 \$ | 170,550.00 |
| Army | AC | 21 02035000006D6D02P53459531E1 S11116 | W52H09 \$ | 37,900.00 |
| Army | AD | 21 22035000026D6D02P53459531E1 S11116 | W52H09 \$ | 151,600.00 |
| TOTAL | | | | \$ 416,900.00 |

| Regulatory Cite | Title | Date |
|---------------------------|---------------------------------|----------|
| 1 52.232-4503 TACOM-RI | CONTRACTOR'S REMITTANCE ADDRESS | AUG/1994 |

Offerors are requested to indicate below the address to which payment should be mailed, if such address is different from that shown for the Offeror on the face of this Solicitation.

Name _____

Address _____

City & State _____

(Do not include any bank account information. If necessary, please submit this information under separate cover.)

(End of Clause)

(GS7015)

Name of Offeror or Contractor: VIERECK CO

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> |
|---|-------------------------|---|-------------|
| 1 | 252.247-7023 DFARS | TRANSPORTATION OF SUPPLIES BY SEA - ALTERNATE III | MAY/2002 |
| 2 | 52.246-4500 TACOM-RI | MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250) | NOV/2001 |

(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 address for submission is US TANK-AUTOMOTIVE AND ARMAMENT COMMAND, RI, ATTN: AMSTA-LC-CTR-E, MS PATRICIA CAHILL, ROCK ISLAND, ILLINOIS 61299-7630. The data fax number for submission is 309-782-1059, ATTN:MS. PATRICIA CAHILL.

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

(End of Clause)

(HS6510)

| | | | |
|---|-------------------------|--|----------|
| 3 | 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: _____

CONTINUATION SHEET

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MOD/AMD

Name of Offeror or Contractor: VIERECK CO

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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Name of Offeror or Contractor: VIERECK CO

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> |
|----|------------------------|---|-------------|
| 1 | 52.212-4 | CONTRACT TERMS AND CONDITIONS- COMMERCIAL ITEMS | FEB/2002 |
| 2 | 52.232-33 | PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION | MAY/1999 |
| 3 | 52.243-1 | CHANGES - FIXED PRICE | AUG/1987 |
| 4 | 52.244-6 | SUBCONTRACTS FOR COMMERCIAL ITEMS | MAY/2002 |
| 5 | 252.225-7002 DFARS | QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS | DEC/1991 |
| 6 | 252.225-7009 DFARS | DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS) | AUG/2000 |
| 7 | 252.225-7016 DFARS | RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS | DEC/2000 |
| 8 | 252.225-7025 DFARS | RESTRICTION ON ACQUISITION OF FORGINGS | JUN/1997 |
| 9 | 252.225-7037 DFARS | DUTY-FREE ENTRY--ELIGIBLE END PRODUCTS | AUG/2000 |
| 10 | 52.212-5 | CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS | MAY/2002 |

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755); and
- (2) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

- ____(1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- ____(2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).
- ____(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999)(if the offeror elects to waive the preference, it shall so indicate in its offer).
- ____(4)(i.) 52.219-5, Very Small Business Set-Aside (pub.L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
- ____(ii.) Alternate I to 52.219-5.
- ____(iii.) Alternate II to 52.219-5.
- ____(5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637(d)(2) and (3));
- ____(6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4));
- ____(7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

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Name of Offeror or Contractor: VIERECK CO

____(8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub.L. 103-355, section 7102, and 10 U.S.C. 2323)(if the offeror elects to waive the adjustment, it shall so indicate in its offer).

____(ii) Alternate I of 52.219-23

____(9) 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C.2323).

____(10) 52.219-26, Small Disadvantaged Business Participation Program - Incentive Subcontracting (Pub.L.103-355, section 7102, and 10 U.S.C.2323).

____(11) 52.222-21, Prohibition of Segregated Facilities (Feb 99).

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

____(13) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).

____(14) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).

____(15) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).

____(16) 52.222-19, Child Labor - Cooperation with Authorities and Remedies (E.O. 13126).

____(17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).

____(ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

____(18) 52.225-1, Buy American Act - Supplies (41 U.S.C. 10a-10d).

____(19)(i) 52.225-3, Buy American Act - North American Free Trade Agreement - Israeli Trade Act(41 U.S.C. 10a-10d, 19 U.S.C. 3301 note 19 U.S.C.2112 note).

____(ii) Alternate I of 52.225-3.

____(iii) Alternate II of 52.225-3.

____(20) 52.225-5, Trade Agreements (19 U.S.C. 2501. et seq., 19 U.S.C. 3301 note.)

____(21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 13059, 13067, 13121, and 13129).

____(22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

____(23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).

____(24) 52.232-33, Payment by Electronic Funds Transfer - Central Contractor Registration (31 U.S.C. 3332).

X____(25) 52.232-34, Payment by Electronic Funds - Other than Central Contractor Registration (31 U.S.C. 3332).

____(26) 52.232-36, Payment by Third Party (31 U.S.C.3332).

____(27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a)

X____(28)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

____(ii) Alternate I of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated into this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

____(1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et seq.). Subcontracts for certain commercial services may be exempt from coverage if they meet the criteria in FAR 22.1003-4(c) or (d) (see DoD class deviation number 2000-o0006).

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Name of Offeror or Contractor: VIERECK CO

____(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____(3) 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____(4) 52.222-44, Fair Labor Standards and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____(5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components-

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793);

(4) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996); and

(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

(End of clause)

(IF6272)

| | | | |
|----|-----------------------|---|----------|
| 11 | 252.212-7001 DFARS | CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS | JUL/2002 |
|----|-----------------------|---|----------|

(a) The Contractor agrees to comply with any clause that is checked in the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

____52.203-3 Gratuities (Apr 1984) (10 U.S.C. 2207)

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

____252.205-7000 Provision of Information to Cooperative Agreement Holders (Dec 1991)(10 U.S.C. 2416).

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252.206-7000 Domestic Source Restriction (Dec 1991)(10 U.S.C. 2304).

252.209-7001, Disclosure of Ownership or Control by the Government of a Terrorist Country (Mar 1998) (10 U.S.C. 2327)

252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (Apr 1996)(15 U.S.C. 637).

252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (Jun 1997) (15 U.S.C. 637 note).

252.225-7001 Buy American Act and Balance of Payments Program (Mar 1998)(41 U.S.C. 10a-10d, E.O. 10582).

252.225-7007 Buy American Act--Trade Agreements--Balance of Payments Program (Sep 2001)(41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note).

252.225-7012 Preference for Certain Domestic Commodities (Apr 2002)(10 U.S.C.2533a note)

252.225-7014 Preference for Domestic Speciality Metals (Mar 1998) (10 U.S.C. 2533a note).

252.225-7015 Preference for Domestic Hand or Measuring Tools (Dec 1991)(10 U.S.C. 2533a note).

252.225-7016 Restriction on Acquisition of Ball and roller Bearings(Dec 2000)
(Alternate I)(Dec 2000) (Section 8064 of Pub. L. 106-259).

252.225-7021 Trade Agreements (Sep 2001)(19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (Mar 1998)(22 U.S.C. 2779)

252.225-7028 Exclusionary Policies and Practices of Foreign Governments (Dec 1991)(22 U.S.C. 2755).

252.225-7029 Preference for United States or Canadian Air Circuit Breakers (Aug 1998)(10 U.S.C. 2534(a)(3)).

252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (Mar 1998)
(Alternate I)(Sep 1999) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

252.227-7015 Technical Data - Commercial Items (Nov 1995)(10 U.S.C. 2320).

252.227-7037 Validation of Restrictive Markings on Technical Data (Sep 1999)(10 U.S.C. 2321).

252.243-7002 Requests for Equitable Adjustment (Mar 1998) (10 U.S.C. 2410)

252.247-7023 Transportation of Supplies by Sea (May 2002) (Alternate I)(Mar 2000)
(Alternate II) (Mar 2000)(10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (Mar 2000)(10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014, Preference for Domestic Speciality Metals, Alternate I (Mar 1998)(10 U.S.C.2533a note).

252.247-7023, Transportation of Supplies by Sea (May 2002)(10 U.S.C.2631).

252.247-7024, Notification of Transportation of Supplies by Sea (Mar 2000) (10 U.S.C. 2631).

(End of clause)

(IA6720)

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MOD/AMD

Name of Offeror or Contractor: VIERECK CO

(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 paragraph (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation. For acquisitions of commercial items, the prohibition in paragraph (a) applies only to the extent that any agreement restricting sales by subcontractors results in the Federal Government being treated differently from any other prospective purchaser for the sale of the commercial item(s).

(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

(IF7209)

13 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)

14 52.242-12 REPORT OF SHIPMENT (RESHIP) JUL/1995

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

Message Example:

REPSHIP FOR T.O. 81 JUN 01

TRANSPORTATION OFFICER

DEFENSE DEPOT, MEMPHIS, TENN.

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

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.

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Name of Offeror or Contractor: VIERECK CO

***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)

15

52.252-6

AUTHORIZED DEVIATIONS IN CLAUSES

APR/1984

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

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

(End of clause)

(IF7016)

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LIST OF ATTACHMENTS

| <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 | PART 1 SECTION C-DESCRIPTION/SPECIFICIATIONS | 16-JUN-1997 | 018 | |
| Attachment 002 | PART1 SECTION D -PACKAGING | 16-JUN-1997 | 004 | |
| Attachment 003 | DOCUMENT SUMMARY LIST | | 001 | |
| Attachment 004 | STATEMENT OF WORK - COMMERCIAL | | 001 | |
| Attachment 005 | DATA ITEM DESCRIPTION | | 001 | |
| Attachment 006 | CONTRACT DATA REQUIREMENTS LIST | 11-AUG-1999 | 001 | |