

AWARD/CONTRACT	1. This Contract Is A Rated Order Under DPAS (15 CFR 700)	Rating DOA5	Page 1 Of 54
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2. Contract (Proc. Inst. Ident) No. DAAE20-02-D-0052	3. Effective Date 2002FEB22	4. Requisition/Purchase Request/Project No. SEE SCHEDULE
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5. Issued By TACOM-ROCK ISLAND AMSTA-LC-CSC-C BOBBIE STEGALL (309)782-3618 ROCK ISLAND IL 61299-7630 e-mail address: STEGALLE@RIA.ARMY.MIL	Code W52H09	6. Administered By (If Other Than Item 5) DCMA CHICAGO P O BOX 66911 CHICAGO IL 60666-0911	Code S1403A
		SCD A PAS NONE	ADP PT HQ0339

7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code) MARATHON TECHNOLOGIES INC 800 NICHOLAS BOULEVARD ELK GROVE VILLAGE IL 60007 TYPE BUSINESS: Other Small Business Performing in U.S. Code 4Y985 Facility Code	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:

11. Ship To/Mark For SEE SCHEDULE	Code	12. Payment Will Be Made By DFAS COLUMBUS CENTER WEST ENTITLEMENT OPERATIONS PO BOX 182381 COLUMBUS OH 43218-2381 Payment will be made by Electronic Funds Transfer	Code HQ0339
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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
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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: 2005SEP30				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	42
X	B	Supplies or Services and Prices/Costs	14	Part III - List Of Documents, Exhibits, And Other Attachments			
X	C	Description/Specs./Work Statement	22	X	J	List of Attachments	52
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X	E	Inspection and Acceptance	28		K	Representations, Certifications, and Other Statements of Offerors	
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X	H	Special Contract Requirements	36		M	Evaluation Factors for Award	

Contracting Officer Will Complete Item 17 Or 18 As Applicable

17. <input checked="" type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return 2 signed copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input type="checkbox"/> Award (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
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19A. Name And Title Of Signer (Type Or Print)	20A. Name Of Contracting Officer ELVIA JAGGERS JAGGERSE@RIA.ARMY.MIL (309)782-3271
19B. Name of Contractor By _____ (Signature of person authorized to sign)	19c. Date Signed
20B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)	20C. Date Signed 2002FEB22

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 2 of 54**

PIIN/SIIN DAAE20-02-D-0052

MOD/AMD

Name of Offeror or Contractor: MARATHON TECHNOLOGIES INC

SECTION A - SUPPLEMENTAL INFORMATION

1. This contract is awarded under the terms and conditions of Solicitation DAAE20-99-R-0091. This award is a firm fixed price, long term, Indefinite Delivery Indefinite Quantity (IDIQ) type contract, with four ordering periods.
2. This contract is awarded for the following item:

CLIN 0001 - Plate, Receiver End, NSN: 1005-01-233-8530, PN: 9390021
CLIN 0004 - Nut, Receiver Extension, NSN: 5310-01-233-8625, PN: 9390020
CLIN 0006 - Nut, Lock Pin, NSN: 5310-01-233-8626, PN: 9390026
CLIN 0007 - Nut, Handle Assembly, NSN: 5310-01-382-6793, PN: 12951023
CLIN 0008 - Pin, Lock, NSN: 5315-01-233-8608, PN: 9390025
CLIN 0010 - Knob, Elevation, NSN: 5355-01-382-6801, PN: 12951019
CLIN 0014 - Pin, Cam, NSN: 5315-00-992-7294, PN: 8448502
CLIN 0025 - Post, Front Sight, NSN: 1005-01-134-3625, PN: 9349056
3. The First Article Test is not a requirement for this contract.
4. The guaranteed minimum quantities specified for CLINs 0004 (1,300 each), 0006 (2,500 each), 0010 (1,500 each), and 0025 (7,000 each) shall be awarded prior to the end of Ordering Period 1. A delivery order will be issued separately for this obligation. The Government is not obligated to purchase any additional requirements or place any additional orders other than the first delivery order for the minimum guaranteed quantities.
5. The ordering periods covered by this contract are as follows:

Ordering Period 1: Award Date - 30 Sep 02
Ordering Period 2: 1 Oct 02 - 30 Sep 03
Ordering Period 3: 1 Oct 03 - 30 Sep 04
Ordering Period 4: 1 Oct 04 - 30 Sep 05
6. The prices shown on the Price Evaluation Sheets (Attachment 016) will be utilized for any possible additional quantities under Ordering Period 1 and Ordering Period 2 through Ordering Period 4. These prices are firm fixed prices for each range and ordering period.
7. Any future delivery order(s) that may be placed shall be issued at the unit prices (or at a lower price if or as proposed by the contractor) for the applicable quantity range and ordering period. All deliveries will be issued unilaterally with firm delivery dates. Deliveries for each order will continue immediately after the previous delivery order. Early deliveries are acceptable at no additional cost to the Government.
8. All delivery orders will be issued utilizing the unit price proposed for the applicable quantity range by ordering period. However, if award of an order in any ordering period is made at a unit price established for a smaller quantity range and cumulative orders for that ordering period exceed that quantity range, a unit price adjustment will be calculated against all previously ordered quantity for that ordering period that have not been accepted by the Government (via DD250), and also applied against remaining ordering period quantities to apply the correct range unit price for cumulative total quantity for that ordering period.
9. Each delivery order stands on its own except for cumulative pricing.
10. The signed Non-Disclosure Agreement is hereby incorporated and made a part of this contract (Attachment 017). Upon completion of the last delivery order issued under this contract, the contractor shall certify in writing to the Contracting Officer that the technical data has been destroyed. The contractor shall include with the certificate of destruction a list of the names and addresses of subcontractors and vendors who received a copy of the technical data package or part of the technical data package provided with the solicitation. The Certificate of Destruction is provided as Attachment 018.
11. Solicitation DAAE20-99-R-0091, including Amendments 0001 thru 0007, and contractor's proposal dated 26 Oct 01, are hereby incorporated and made a part of this contract.
12. No dollars are obligated on this award document.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-02-D-0052 MOD/AMD	Page 3 of 54
Name of Offeror or Contractor: MARATHON TECHNOLOGIES INC		

*** END OF NARRATIVE A 011 ***

For Local Clauses See: <https://aais.ria.army.mil>

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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A-1	HQ, DA NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES	JUL/1993
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(a) In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the Clean Air Act, 42 U.S.C. 7671a(a), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.

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

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

(AA7020)

A-2	52-201-4501 TACOM-RI NOTICE ABOUT TACOM-RI OMBUDSMAN	NOV/1995
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a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.

b. If you think that this solicitation:

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

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

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

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

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

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

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

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Name of Offeror or Contractor: MARATHON TECHNOLOGIES INC

their price for the item manufactured in accordance with the requirements as stated in this solicitation to preclude possibly being determined nonresponsive:

CLIN _____	PRICE \$ _____

(End of clause)

(AS7008)

A-6 52.215-4503 NOTICE TO OFFERORS - ELECTRONIC BID/OFFER RESPONSE REQUIRED JUN/2001
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-7 52.227-4577 NOTICE OF M16 SERIES RIFLE REQUIREMENTS MAR/1995
TACOM-RI

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

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

(End of clause)

(AS7501)

A-8 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

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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)

A-9 52.245-4576 NOTICE OF DEMILITARIZATION REQUIREMENT MAR/1995
TACOM-RI

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

(End of clause)

(AS7500)

A-10 52.246-4538 CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2 JUN/1998
TACOM-RI

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)

SOLICITATION DAAE20-99-R-0091

EXECUTIVE SUMMARY

1. This procurement is a 100% small business set aside.
2. The Government plans to award a firm fixed price contract or contracts. The contract or contracts may be indefinite delivery indefinite quantity (IDIQ) or a requirements contract or contracts with four ordering periods depending on the evaluation of offers received. If an offeror is low on one line item or is low on a group of line items that do not have a specified guaranteed minimum quantity or estimated requirements, that offeror shall be awarded a requirements contract. An offeror who is low on one line item with a guaranteed minimum quantity and low on other line items without a guaranteed minimum quantity shall be awarded all of those line items under an IDIQ type contract.
3. Due to the possibility of two types of contracts being awarded the solicitation includes IDIQ and requirements clauses. Upon contract award, the clauses not needed will be deleted.
4. See Section M - Evaluation Criteria, page 53 and 54, for further information. Your attention is directed to FAR 16.503 and 16.504

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and the incorporated FAR clauses 52.216-18, 52.216-19, 52.216-21, and 52.216-22 in Section I for additional information on IDIQ and requirements contracts.

5. The TACOM-Rock Island has a requirement to procure 29 spare and repair parts for the M16 Series Rifle and M4/M4a1 Carbine as follows:

CLIN	PN	NSN	ITEM
0001	9390021	1005-01-233-8530	Plate, Receiver End
0002	12951018	1005-01-382-7089	Index, Elevation
0003	9390016	4710-01-233-8637	Gas Tube Assembly
0004	9390020	5310-01-233-8625	Nut, Receiver Extension
0005	12951028	1005-01-382-7086	Base, Rear, Sight
0006	9390026	5310-01-233-8626	Nut, Lock Pin
0007	12951023	5310-01-382-6793	Nut, Handle Assembly
0008	9390025	5315-01-233-8608	Pin, Lock
0009	12951017	5340-01-382-3201	Clamp
0010	12951019	5355-01-382-6801	Knob, Elevation
0011	12972696	1005-01-395-4257	Trigger Subassembly
0012	8448505	1005-01-441-1619	Carrier Assembly, Key and Bolt
0013	9349086	1005-01-442-0160	Forward Assist Assembly
0014	8448502	5315-00-992-7294	Pin, Cam
0015	8448581	5340-00-992-7297	Extension, Lower Receiver
0016	9349074	1005-01-134-3631	Base, Rear Sight
0017	9349130	1005-01-146-7685	Butt, Plate Assembly
0018	9381367	1005-01-225-8339	Selector, Fire Control
0019	9381380	1005-01-228-8504	Door Assembly, Thumb Latch
0020	12012083	5305-01-459-5982	Screw, Swivel
0021	12951011	NSN NOT ASSIGNED YET	Carrying Handle Assembly (Complete)
0022	12951021	1005-01-382-7083	Base Carrying Handle Assembly
0023	9390035	5120-01-324-6631	Wrench, Spanner, Carbine
0024	8448517	1005-00-017-9546	Charging Handle Assembly
0025	8448525	1005-00-978-1022	Ejection Port Cover Assembly
0026	9349056	1005-01-134-3625	Post, Front Sight
0027	9392518	1005-01-219-2402	Trigger Subassembly
0028	9349113	5340-01-144-1499	Disconnect, Burst
0029	9349114	5340-01-145-7910	Disconnect, Semi

6. All prices shall be submitted on the Price Evaluation Sheets, Attachment 002. Offerors may submit proposals for all the line items, individual line items, or a group of line items. The Government may accept any item or group of items of an proposal/offer, unless the offeror qualifies the proposal/offer by specific limitations.

7. You are advised that the technical data for manufacturing the M16 Family of Weapons and spare/repair parts for these weapons include documents that are proprietary with limited distribution restrictions. The proprietary note stamped on each document must be strictly adhered to. Prior to the release of any solicitation and corresponding technical data, you are required to execute a Confidential Non-Disclosure and Non-Use Agreement and consent to the terms of this notice. Upon execution of the non-disclosure agreement, the applicable technical data will be released. Upon completion of the purpose for which it was intended, you will be required to execute a Certificate of Destruction of all copies of technical data received or reproduced. In order to be eligible for an award, the offeror must have signed and agreed to comply with the terms and conditions contained in the Nondisclosure Agreement, Attachment 005. Prospective offerors are advised to carefully review all of the terms and conditions of this agreement. You will be making a binding agreement. The signed agreement should be sent to:

U.S. Army TACOM-Rock Island
ATTN: AMSTA-LC-CSC-C (Ms. Bobbie Stegall)
Rock Island, IL 61299-7630
Electronic Mail Address: stegallb@ria.army.mil
Fax Number: (309) 782-3813

8. The required delivery schedule information is listed in Section B of the solicitation, pages 10 and 11.

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MOD/AMD

Name of Offeror or Contractor: MARATHON TECHNOLOGIES INC

1. THE PURPOSE OF THIS AMENDMENT IS TO EXTEND THE CLOSING DATE FROM 3 FEB 2001 TO 14 FEB 01, 3:45 PM, CENTRAL STANDARD TIME. REVISED PRICE EVALUATION SHEETS WILL BE PROVIDED BY AMENDMENT 0002 TO THIS SOLICITATION.
2. AS A RESULT OF THE CHANGES TO THE PRICE EVALUATION SHEETS, THE FOLLOWING SECTIONS OF THE SOLICITATION WILL BE REVISED:

SECTION A - EXECUTIVE SUMMARY.

SECTION B - PRICING INFORMATION, PARAGRAPH 3, MINIMUM AND MAXIMUM QUANTITIES.

SECTION M - EVALUATION CRITERIA.
3. THE FOLLOWING ADDITIONAL CHANGES ARE MADE TO SOLICITATION DAAE20-99-R-0091:
 - (1) FAR 52.204-4501 (DEC 99) ENTITLED, "REQUIRED USE OF ELECTRONIC DATA INTERCHANGE" (CLAUSE HS6507, PAGE 23) IS DELETED.
 - (2) FAR 52.216-18 (OCT 95) ENTITLED, "ORDERING" (CLAUSE IF6155, PAGE 30) IS REVISED TO CHANGE PARAGRAPH (A), SECOND SENTENCE TO READ: SUCH ORDERS MAY BE ISSUED FROM THE DATE OF AWARD THROUGH 30 SEP 2004 (ORDERING PERIOD 01 THROUGH 04).
 - (3) FAR 52.216-1 (APR 84) ENTITLED, "TYPE OF CONTRACT" (CLAUSE LF6008, PAGE 49) IS REVISED TO CHANGE THE LAST SENTENCE TO READ: PRICES SUBMITTED ON THE PRICE EVALUATION SHEETS FOR ANY POSSIBLE ADDITIONAL QUANTITIES UNDER ORDERING PERIOD 1 AND ORDERING PERIOD 2 THROUGH ORDERING PERIOD 4 SHALL BE USED AS THE CEILING PRICE FOR THAT RANGE AND ORDERING PERIOD SUBJECT TO DOWNWARD NEGOTIATION ONLY.
 - (4) FAR 9.306(C) ENTITLED, "WAIVER OF FIRST ARTICLE APPROVAL" (CLAUSE LF7009, PAGE 50), PARAGRAPH 1, IS REVISED AS FOLLOWS:

THIS PROCUREMENT IS SUBJECT TO FIRST ARTICLE APPROVAL TESTS. OFFERORS SHALL SUBMIT THE FIRST ARTICLE TEST COST IN THE BLOCK PROVIDED ON THE PRICE EVALUATION SHEETS FOR CLINS 0005, 0011, 0012, 0016, 0018, 0021, 0022, 0024, 0027, 0028, AND 0029. THE FACT THAT AN OFFEROR HAS PREVIOUSLY FURNISHED THE ITEM DOES NOT NECESSARILY MEAN THE FIRST ARTICLE WILL BE WAIVED. ANY WAIVER OF FIRST ARTICLE IS SUBJECT TO A RENEWED REQUIREMENT WHEN ANY OF THE CONDITIONS DESCRIBED IN SECTION E, FAR 52.209-4512 (MAY 94) ENTITLED, "FIRST ARTICLE TEST (CONTRACTOR TESTING), PARAGRAPH F, OCCURS.
4. ALL OFFERORS MUST ACKNOWLEDGE THIS AMENDMENT ALONG WITH AMENDMENT 0002 WHICH WILL INCLUDE THE REVISED PRICE EVALUATION SHEETS AND THE BASIC SOLICITATION IN ORDER TO BE CONSIDERED RESPONSIVE.

*** END OF NARRATIVE A 002 ***

1. THE PURPOSE OF THIS AMENDMENT IS TO PROVIDE THE REVISED PRICE EVALUATION SHEETS, SECTION A-EXECUTIVE SUMMARY, SECTION B - PRICING INFORMATION, PARAGRAPH 3, MINIMUM AND MAXIMUM QUANTITIES, AND SECTION M-EVALUATION CRITERIA AS STATED IN AMENDMENT 0001 TO SOLICITATION DAAE20-99-R-0091.
2. THE CLOSING DATE IS EXTENDED FROM 14 FEB 01, 3:45 PM, CENTRAL STANDARD TIME TO 21 FEB 01, 3:45 PM, CENTRAL STANDARD TIME.
3. ALL OFFERORS MUST ACKNOWLEDGE THIS AMENDMENT ALONG WITH AMENDMENT 0001 AND THE BASIC SOLICITATION IN ORDER TO BE CONSIDERED RESPONSIVE.

*** END OF NARRATIVE A 003 ***

SOLICITATION DAAE20-99-R-0091

EXECUTIVE SUMMARY

1. This procurement is a 100% small business set aside.
2. The Government plans to award a firm fixed price contract or contracts. The contract or contracts may be indefinite delivery indefinite quantity (IDIQ) or a requirements contract or contracts with four ordering periods depending on the evaluation of offers received. If an offeror is low on one line item or is low on a group of line items that do not have a specified guaranteed minimum quantity, that offeror shall be awarded a requirements contract. An offeror who is low on one line item with a guaranteed minimum

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Name of Offeror or Contractor: MARATHON TECHNOLOGIES INC

quantity and low on other line items without a guaranteed minimum quantity shall be awarded all of those line items under an IDIQ type contract.

3. Due to the possibility of two types of contracts being awarded the solicitation includes IDIQ and requirements clauses. Upon contract award, the clauses not needed will be deleted.

4. See Section M - Evaluation Criteria, page 53 and 54, for further information. Your attention is directed to FAR 16.503 and 16.504 and the incorporated FAR clauses 52.216-18, 52.216-19, 52.216-21, and 52.216-22 in Section I for additional information on IDIQ and requirements contracts.

5. The TACOM-Rock Island has a requirement to procure 29 spare and repair parts for the M16 Series Rifle and M4/M4a1 Carbine as follows:

CLIN	PN	NSN	ITEM
0001	9390021	1005-01-233-8530	Plate, Receiver End
0002	12951018	1005-01-382-7089	Index, Elevation
0003	9390016	4710-01-233-8637	Gas Tube Assembly
0004	9390020	5310-01-233-8625	Nut, Receiver Extension
0005	12951028	1005-01-382-7086	Base, Rear, Sight
0006	9390026	5310-01-233-8626	Nut, Lock Pin
0007	12951023	5310-01-382-6793	Nut, Handle Assembly
0008	9390025	5315-01-233-8608	Pin, Lock
0009	12951017	5340-01-382-3201	Clamp
0010	12951019	5355-01-382-6801	Knob, Elevation
0011	12972696	1005-01-395-4257	Trigger Subassembly
0012	8448505	1005-01-441-1619	Carrier Assembly, Key and Bolt
0013	9349086	1005-01-442-0160	Forward Assist Assembly
0014	8448502	5315-00-992-7294	Pin, Cam
0015	8448581	5340-00-992-7297	Extension, Lower Receiver
0016	9349074	1005-01-134-3631	Base, Rear Sight
0017	9349130	1005-01-146-7685	Butt, Plate Assembly
0018	9381367	1005-01-225-8339	Selector, Fire Control
0019	9381380	1005-01-228-8504	Door Assembly, Thumb Latch
0020	12012083	5305-01-459-5982	Screw, Swivel
0021	12951011	NSN NOT ASSIGNED YET	Carrying Handle Assembly (Complete)
0022	12951021	1005-01-382-7083	Base Carrying Handle Assembly
0023	9390035	5120-01-324-6631	Wrench, Spanner, Carbine
0024	8448517	1005-00-017-9546	Charging Handle Assembly
0025	8448525	1005-00-978-1022	Ejection Port Cover Assembly
0026	9349056	1005-01-134-3625	Post, Front Sight
0027	9392518	1005-01-219-2402	Trigger Subassembly
0028	9349113	5340-01-144-1499	Disconnect, Burst
0029	9349114	5340-01-145-7910	Disconnect, Semi

6. All prices shall be submitted on the Price Evaluation Sheets, Attachment 002. Offerors may submit proposals for all the line items, individual line items, or a group of line items. The Government may accept any item or group of items of an proposal/offer, unless the offeror qualifies the proposal/offer by specific limitations.

7. You are advised that the technical data for manufacturing the M16 Family of Weapons and spare/repair parts for these weapons include documents that are proprietary with limited distribution restrictions. The proprietary note stamped on each document must be strictly adhered to. Prior to the release of any solicitation and corresponding technical data, you are required to execute a Confidential Non-Disclosure and Non-Use Agreement and consent to the terms of this notice. Upon execution of the non-disclosure agreement, the applicable technical data will be released. Upon completion of the purpose for which it was intended, you will be required to execute a Certificate of Destruction of all copies of technical data received or reproduced. In order to be eligible for an award, the offeror must have signed and agreed to comply with the terms and conditions contained in the Nondisclosure Agreement, Attachment 005. Prospective offerors are advised to carefully review all of the terms and conditions of this agreement. You will be making a binding agreement. The signed agreement should be sent to:

U.S. Army TACOM-Rock Island
ATTN: AMSTA-LC-CSC-C (Ms. Bobbie Stegall)
Rock Island, IL 61299-7630
Electronic Mail Address: stegallb@ria.army.mil
Fax Number: (309) 782-3813

8. The required delivery schedule information is listed in Section B of the solicitation, pages 10 and 11.

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

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MOD/AMD

Name of Offeror or Contractor: MARATHON TECHNOLOGIES INC

*** END OF NARRATIVE A 004 ***

1. THE PURPOSE OF THIS AMENDMENT IS TO EXTEND THE CLOSING DATE FROM 21 FEB 2001 TO 2 MAR 2001, 3:45 PM, CENTRAL STANDARD TIME. SECTION B NARRATIVE, PAGES 4 AND 5 OF AMENDMENT 0002, PARAGRAPH 4 - DELIVERY SCHEDULE INFORMATION, WILL BE REVISED. CHANGES WILL BE PROVIDED BY AMENDMENT 0004 TO THIS SOLICITATION.

2. ALL OFFERORS MUST ACKNOWLEDGE THIS AMENDMENT ALONG WITH AMENDMENT 0004 AND ALL PREVIOUS AMENDMENTS AND THE BASIC SOLICITATION IN ORDER TO BE CONSIDERED RESPONSIVE.

*** END OF NARRATIVE A 005 ***

1. THE PURPOSE OF THIS AMENDMENT IS TO PROVIDE REVISED DELIVERY SCHEDULE INFORMATION AS SET FORTH IN SECTION B, PARAGRAPH 4, TO ADD MAXIMUM MONTHLY DELIVERY RATES.

2. THE CLOSING DATE IS EXTENDED FROM 2 MAR 2001, 3:45 PM, CENTRAL STANDARD TIME TO 8 MAR 2001, 3:45 PM, CENTRAL STANDARD TIME.

3. ALL OFFERORS MUST ACKNOWLEDGE THIS AMENDMENT ALONG WITH AMENDMENTS 0001, 0002, AND 0003 AND THE BASIC SOLICITATION IN ORDER TO BE CONSIDERED RESPONSIVE.

*** END OF NARRATIVE A 007 ***

1. THE PURPOSE OF THIS AMENDMENT IS TO REQUEST INITIAL AND REVISED PROPOSALS BASED ON THE FOLLOWING CHANGES TO SOLICITATION DAAE20-99-R-0091. THE GOVERNMENT INTENDS TO AWARD A CONTRACT OR CONTRACTS BASED ON THIS AMENDMENT WITHOUT DISCUSSIONS WITH OFFERORS OR OBTAINING FURTHER PROPOSAL REVISIONS. ACCORDINGLY, EACH OFFER SHOULD BE SUBMITTED ON THE MOST FAVORABLE TERMS, FROM PRICE AND TECHNICAL STANDPOINT.

2. SOLICITATION DAAE20-99-R-0091 IS AMENDED AS FOLLOWS:

(1) THE ORDERING PERIODS COVERED BY THIS SOLICITATION ARE CHANGED TO:

ORDERING PERIOD (OP) 1: AWARD DATE - 30 SEPTEMBER 2002
ORDERING PERIOD (OP) 2: 01 OCTOBER 2002 - 30 SEPTEMBER 2003
ORDERING PERIOD (OP) 3: 01 OCTOBER 2003 - 30 SEPTEMBER 2004
ORDERING PERIOD (OP) 4: 01 OCTOBER 2004 - 30 SEPTEMBER 2005

(2) THE FOLLOWING CLAUSES ARE DELETED:

CLAUSE NUMBER	REGULATORY CITE	TITLE	REPLACED WITH
AS7009		DIRECT VENDER DELIVER (DVD)	
AS7007	52.204-4500	NOTICE OF REQUIREMENT FOR USE OF ELECTRONIC DATA INTERCHANGE (EDI)	
ES6031	52.209-4512	FIRST ARTICLE TEST (CONTRACTOR TESTING)	ES6016 - FIRST ARTICLE TEST (CONTRACTOR TESTING)
ES7018	52.246-4531	ACCEPTANCE INSPECTION EQUIPMENT (AIE)	ES7002 - ACCEPTANCE INSPECTION EQUIPMENT (AIE)

CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN DAAE20-02-D-0052

MOD/AMD

Name of Offeror or Contractor: MARATHON TECHNOLOGIES INC

HA7502	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	HA0760 - TRANSPORTATION OF SUPPLIES BY SEA
HA7503	252.247-7024	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	HA0761 - NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA
IF0065	52.223-2	CLEAN AIR AND WATER	NO REPLACEMENT
IF0072	52.225-10	DUTY-FREE ENTRY	IF0496 - 52.225-8, DUTY-FREE ENTRY
IF0125	52.225-11	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	IF0497 - 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
IA0536	252.232-7009	PAYMENT BY ELECTRONIC FUNDS TRANSFER	IF0015 - 52.232-33, PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION
IA0702	252.203-7001	SPECIAL PROHIBITION ON EMPLOYMENT	IA0709 - 252.203-7001, PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES
IF7252	52.202-1	DEFINITIONS	IF0197 - DEFINITIONS
IF7889	52.248-1	VALUE ENGINEERING	IF0487 - VALUE ENGINEERING
IF7253	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	IF0352 - SUBCONTRACTS FOR COMMERCIAL ITEMS
IA7008	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	NO LONGER VALID
KF6009	52.219-1	SMALL BUSINESS PROGRAM REPRESENTATIONS, ALTERNATE 1	KF6011 - SMALL BUSINESS PROGRAM REPRESENTATIONS, ALTERNATE 1
KF7021	52.223-1	CLEAN AIR AND WATER CERTIFICATION	NO REPLACEMENT
KF7033	52.209-5	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS	KF7037 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

(3) THE FOLLOWING CLAUSES ARE ADDED:

IA0740 252.225-7014 PREFERENCE FOR DOMESTIC SPECIALITY METALS - ALTERNATE I

3. The quality requirements for this solicitation and any resultant contract or contracts will be based upon the classification of each individual item as determined by its technical description, its complexity, and the criticality of its application. As a result, the ISO 9002 and ISO 9003 quality requirements will be used for the items to be supplied under this solicitation. Should an offeror choose to bid on a number of items that require ISO 9002 and a number of items that require ISO 9003 levels of the ISO standards, the higher-level standard, ISO 9002, will be the contractual minimum for the manufacture of all of these items.

4. Offerors operating to the obsolete requirements of MIL-I-45208 or MIL-Q-9858 should review the ISO 9001:2000 quality system requirements to ensure that your current quality system is in compliance with the new quality requirements.

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

6. Clause EF6002 (52.246-11), "Higher Level Contract Quality Requirement, Quality Management Systems-Requirements ISO 9001:2000, 13 Dec 2000, tailored by excluding paragraph 7.3 applies to these items only.

ITEM	NSN	NOMENCLATURE	PART NUMBER
0011	1005-01-395-4257	Trigger Subassembly	12972696
0012	1005-01-441-1619	Carrier Assembly, Key and Bolt	8448505
0013	1005-01-442-0160	Forward Assist Assembly	9349086
0014	5315-00-992-7294	Pin, Cam	8448502
0015	5340-00-992-7297	Extension, Lower Receiver	8448581
0018	1005-01-225-8339	Selector, Fire Control	9381367
0021	NSN NOT ASSIGNED	Carrying Handle Assembly	12951011

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

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MOD/AMD

Name of Offeror or Contractor: MARATHON TECHNOLOGIES INC

0022	1005-01-382-7083	Base Carrying Assembly	12951021
0027	1005-01-219-2402	Trigger Subassembly	9392518
0028	5340-01-144-1499	Disconnect, Burst	9349113
0029	5340-01-145-7910	Disconnect, Semi	9349114

7. Clause EF6002 (52.246-11), "Higher Level Contract Quality Requirement, Quality Management Systems-Requirements ISO 9001:2000, 13 Dec 2000, tailored by excluding paragraphs 7.2, 7.3, 7.4, 7.5.1, and 7.5.2 applies to these items only.

ITEM	NSN	NOMENCLATURE	PART NUMBER
0001	1005-01-233-8530	Plate, Receiver End	9390021
0002	1005-01-382-7089	Index Elevation	12951018
0003	4710-01-233-8637	Gas Tube Assembly	9390016
0004	5310-01-233-8625	Nut, Receiver Extension	9390020
0005	1005-01-382-7086	Base, Rear, Sight	12951028
0006	5310-01-233-8626	Nut, Lock Pin	9390026
0007	5310-01-382-6793	Nut, Handle Assembly	12951023
0008	5315-01-233-8608	Pin, Lock	9390025
0009	5340-01-382-3201	Clamp	12951017
0010	5355-01-382-6801	Knob, Elevation	12951019
0016	1005-01-134-3631	Base, Rear Sight	9349074
0017	1005-01-146-7685	Butt, Plate Assembly	9349130
0019	1005-01-228-8504	Door Assembly, Thumb	9381380
0020	5305-01-459-5982	Screw, Swivel	12012083
0023	5120-01-324-6631	Wrench, Spanner	9390035
0024	1005-00-017-9546	Charging Handle Assembly	8448517
0025	1005-00-978-1022	Ejection Port Cover Assembly	8448525
0026	1005-01-134-3625	Post, Front Sight	9349056

8. The following Engineering Change Proposals (ECPs) are hereby incorporated and made a part of this solicitation. These ECPs are provided as Attachments 0008 through 0014 of this amendment.

LOS3044
LOS3048
L1S3017
L1S3019
L9S3040
L9S3009
LOS2048

9. THE CLOSING DATE AND TIME FOR SUBMISSION OF INITIAL AND REVISED PROPOSALS IS 4:30 PM, CENTRAL STANDARD TIME 28 SEPTEMBER 2001. INITIAL PROPOSALS AND ANY REVISIONS TO PROPOSALS MUST BE RECEIVED PRIOR TO THAT DATE. INITIAL PROPOSALS SHALL INCLUDE THE SOLICITATION, ALL AMENDMENTS, AND THE PRICING EVALUATION SHEETS(ATTACHMENT 0007). REVISED PROPOSALS SHALL BE SUBMITTED BY COMPLETING AND RETURNING ONE COPY OF THIS AMENDMENT ALONG WITH THE PRICE EVALUATION SHEETS. PROPOSALS MUST BE SUBMITTED ELECTRONICALLY OR BY DATAFAX TO (309) 782-2047.

10. REQUEST THE ACCEPTANCE PERIOD FOR YOUR OFFER REMAIN VALID FOR 90 DAYS FROM THE DATE OF YOUR PROPOSAL UNLESS OTHERWISE STATED IN YOUR REPLY.

11. OFFERORS WHO DO NOT INTEND TO SUBMIT A REVISION TO THEIR ORIGINAL OFFER, BUT WHO DO WANT TO BE CONSIDERED FOR AWARD, MUST CONFIRM THEIR OFFER BY RESPONDING TO THIS AMENDMENT TO REMAIN IN CONSIDERATION FOR AWARD.

12. POINT OF CONTACT: TACOM-ROCK ISLAND, ATTENTION: AMSTA-LC-CSC-C/MS. BOBBIE STEGALL, ROCK ISLAND, IL 61299-7630. THE DATAFAX NUMBER FOR THIS ACTIVITY IS (309) 782-3813; ELECTRONIC MAIL ADDRESS STEGALLB@RIA.ARMY.MIL.

13. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

*** END OF NARRATIVE A 008 ***

1. THE PURPOSE OF THIS AMENDMENT IS TO:

A. EXTEND THE CLOSING DATE FROM 28 SEP 01 TO 26 OCT 01, 3:45 PM, CENTRAL STANDARD TIME.

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 13 of 54****PIIN/SIIN** DAAE20-02-D-0052**MOD/AMD****Name of Offeror or Contractor:** MARATHON TECHNOLOGIES INC

- B. CORRECT CLAUSE E-1, HIGHER LEVEL CONTRACT QUALITY REQUIREMENT (ES6002) AS SET FORTH ON THE FOLLOWING PAGES.
- C. ADD ENGINEERING CHANGE PROPOSAL L1S3026 ON AN OPTIONAL NO COST BASIS (ATTACHMENT 015).
- 2. ALL OFFERORS MUST ACKNOWLEDGE ALL AMENDMENTS AND THE BASIC SOLICITATION IN ORDER TO BE CONSIDERED RESPONSIVE.
- 3. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

*** END OF NARRATIVE A 009 ***

- 1. THE PURPOSE OF THIS AMENDMENT IS TO DELETE ITEM 0023, WRENCH, SPANNER, NSN: 5120-01-324-6631, PN: 9390035 FROM THIS SOLICITATION. THE PRICE EVALUATION SHEET HAS BEEN REVISED ACCORDINGLY (ATTACHMENT 016).
- 2. THE CLOSING DATE REMAINS 26 OCT 01, 3:45 PM, CENTRAL STANDARD TIME.
- 3. ALL OFFERORS MUST ACKNOWLEDGE ALL AMENDMENTS AND THE BASIC SOLICITATION IN ORDER TO BE CONSIDERED RESPONSIVE.
- 4. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

*** END OF NARRATIVE A 010 ***

Name of Offeror or Contractor: MARATHON TECHNOLOGIES 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>MINIMUM GUARANTEED QUANTITY - 0</u></p> <p>NSN: 1005-01-233-8530 NOUN: PLATE, RECEIVER END FSCM: 19200 PART NR: 9390021 SECURITY CLASS: Unclassified</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: 9390021</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: BEST COMMERCIAL - MARKING MIL-STD-129 UNIT PACK: EA INTERMEDIATE PACK: 001 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>				<p>SEE PRICE EVALUATION SHEET, ATTACHMENT 016 FOR PRICES, QUANTITY RANGES, AND ORDERING PERIODS. SEE SECTION F, DELIVERIES AND PERFORMANCE FOR DELIVERY SCHEDULES.</p>
0004	<p><u>Supplies or Services and Prices/Costs</u></p> <p><u>MINIMUM GUARANTEED QUANTITY - 1300</u></p> <p>NSN: 5310-01-233-8625 NOUN: NUT, RECEIVER EXTENSION FSCM: 19200 PART NR: 9390020 SECURITY CLASS: Unclassified</p> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: 9390020</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: BEST COMMERCIAL - MARKING MIL-STD-129 UNIT PACK: EA INTERMEDIATE PACK: 001 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>				
0006	<p><u>Supplies or Services and Prices/Costs</u></p>				

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAE20-02-D-0052 MOD/AMD

Name of Offeror or Contractor: MARATHON TECHNOLOGIES INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	<p><u>MINIMUM GUARANTEED QUANTITY - 2500</u></p> <p>NSN: 5310-01-233-8626 NOUN: NUT, LOCK PIN FSCM: 19200 PART NR: 9390026 SECURITY CLASS: Unclassified</p> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: 9390026</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: BEST COMMERCIAL - MARKING MIL-STD-129 UNIT PACK: EA INTERMEDIATE PACK: 001 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>				
0008	<p><u>Supplies or Services and Prices/Costs</u></p> <p><u>MINIMUM GUARANTEED QUANTITY - 0</u></p> <p>NSN: 5310-01-382-6793 NOUN: NUT, HANDLE ASSEMBLY FSCM: 19200 PART NR: 12951023 SECURITY CLASS: Unclassified</p> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: 12951023</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: BEST COMMERCIAL - MARKING MIL-STD-129 UNIT PACK: EA INTERMEDIATE PACK: 001 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>				
	<p><u>Supplies or Services and Prices/Costs</u></p> <p><u>MINIMUM GUARANTEED QUANTITY - 0</u></p> <p>NSN: 5315-01-233-8608 NOUN: PIN, LOCK FSCM: 19200 PART NR: 9390025 SECURITY CLASS: Unclassified</p> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: 9390025</p>				

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAE20-02-D-0052 MOD/AMD

Name of Offeror or Contractor: MARATHON TECHNOLOGIES INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	<p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: BEST COMMERCIAL - MARKING MIL-STD-129 UNIT PACK: EA INTERMEDIATE PACK: 001 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p><u>Supplies or Services and Prices/Costs</u></p> <p><u>MINIMUM GUARANTEED QUANTITY - 1500</u></p> <p>NSN: 5355-01-382-6801 NOUN: KNOB, ELEVATION FSCM: 19200 PART NR: 12951019 SECURITY CLASS: Unclassified</p> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: 12951019</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: BEST COMMERCIAL - MARKING MIL-STD-129 UNIT PACK: EA INTERMEDIATE PACK: 001 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>				
0014	<p><u>Supplies or Services and Prices/Costs</u></p> <p><u>MINIMUM GUARANTEED QUANTITY - 0</u></p> <p>NSN: 5315-00-992-7294 NOUN: PIN, CAM FSCM: 19200 PART NR: 8448502 SECURITY CLASS: Unclassified</p> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: 8448502</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: BEST COMMERCIAL - MARKING MIL-STD-129 UNIT PACK: EA INTERMEDIATE PACK: 001 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>				

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAE20-02-D-0052 MOD/AMD

Name of Offeror or Contractor: MARATHON TECHNOLOGIES INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0025	<p>FOB POINT: Origin</p> <p><u>Supplies or Services and Prices/Costs</u></p> <p><u>MINIMUM GUARANTEED QUANTITY - 7000</u></p> <p>NSN: 1005-01-134-3625 NOUN: POST, FRONT SIGHT FSCM: 19200 PART NR: 9349056 SECURITY CLASS: Unclassified</p> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: 9349056</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: BEST COMMERCIAL - MARKING MIL-STD-129 UNIT PACK: EA INTERMEDIATE PACK: 001 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>				
0030	<p><u>Supplies or Services and Prices/Costs</u></p> <p><u>DATA ITEM</u></p> <p>NOUN: DD FORM 1423 REQUIREMENTS 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>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p>		LO	\$ ** NSP **	\$ ** NSP **

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PIIN/SIIN DAAE20-02-D-0052

MOD/AMD

Name of Offeror or Contractor: MARATHON TECHNOLOGIES INCFor Local Clauses See: <https://aais.ria.army.mil>

Regulatory Cite	Title	Date
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)

1. PRICING INFORMATION:

a. All prices shall be submitted on the Price Evaluation Sheets (Attachment 002). When preparing your prices, you should keep the following information in mind:

(1) Prices must be based on the Government's technical data package and the requirements contained in this solicitation.

(2) The pricing pages (Attachment 002) will be incorporated into the contract at time of award.

(4) CLINS 0005, 0011, 0012, 0016, 0018, 0021, 0022, 0024, 0027, 0028, and 0029 require pricing for with and without First Article Testing.

b. Inspection, Acceptance, and FOB Point for the M16/M4 spares shall be Origin.

2. QUANTITIES AND ORDERING PERIODS

a. This section provides ordering information for the M16 Series Rifle and M4/M4A1 Spare and Repair Parts.

b. Following are the ordering periods covered by this solicitation.

Ordering Period (OP) 1	Award Date - 30 September 2001
Ordering Period (OP) 2	01 October 2001 - 30 September 2002
Ordering Period (OP) 3	01 October 2002 - 30 September 2003
Ordering Period (OP) 4	01 October 2003 - 30 September 2004
Ordering Period (OP) 5	01 October 2004 - 30 September 2005

3. MINIMUM AND MAXIMUM QUANTITIES: The Government's projected minimum and maximum quantities for each item, by Ordering Period, are set forth on the Price Evaluation Sheet, Attachment 002. These quantities represent the Government's best estimate of projected and unforecasted requirements (i.e., FMS) 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, ordering quantity ranges have been established.

4. DELIVERY SCHEDULE INFORMATION:

a. The delivery schedule for each spare part is provided below. All delivery orders will be issued unilaterally by the Government with firm delivery dates. Specific time for delivery is after receipt by the contractor of each individual order issued under this contract.

CLIN	ITEM	DAYS AFTER AWARD
0001	PLATE, RECEIVER END	80 DAYS
0002	INDEX, ELEVATION	120 DAYS
0003	GAS TUBE ASSEMBLY	120 DAYS
0004	NUT, RECEIVER, EXTENSION	130 DAYS
0005	BASE, REAR, SIGHT	150 DAYS

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MOD/AMD

Name of Offeror or Contractor: MARATHON TECHNOLOGIES INC

0006	NUT, LOCK PIN	120 DAYS
0007	NUT, HANDLE ASSEMBLY	160 DAYS
0008	PIN, LOCK	130 DAYS
0009	CLAMP	120 DAYS
0010	KNOB, ELEVATION	110 DAYS
0011	TRIGGER SUBASSEMBLY	150 DAYS
0012	CARRIER ASSEMBLY, KEY AND BOLT	101 DAYS
0013	FORWARD ASSIST ASSEMBLY	109 DAYS
0014	PIN, CAM	99 DAYS
0015	EXTENSION, LOWER RECEIVER	140 DAYS
0016	BASE, REAR, SIGHT	149 DAYS
0017	BUTT, PLATE ASSEMBLY	150 DAYS
0018	SELECTOR, FIRE CONTROL	170 DAYS
0019	DOOR ASSEMBLY, THUMB LATCH	120 DAYS
0020	SCREW, SWIVEL	96 DAYS
0021	CARRYING HANDLE ASSEMBLY (COMPLETE)	150 DAYS
0022	BASE CARRYING ASSEMBLY	150 DAYS
0023	WRENCH, SPANNER - CARBINE	91 DAYS
0024	CHARGING HANDLE ASSEMBLY	172 DAYS
0025	EJECTION PORT COVER ASSEMBLY	125 DAYS
0026	POST, FRONT SIGHT	120 DAYS
0027	TRIGGER SUBASSEMBLY	149 DAYS
0028	DISCONNECT, BURST	149 DAYS
0029	DISCONNECT, SEMI	150 DAYS

b. The contractor is authorized to accelerate deliveries prior to the time set forth in delivery orders issued against this contract; provided that it is at no additional cost to the Government and that the Government shall not be obligated to perform any of its obligations at an earlier date than set forth in the contract.

*** END OF NARRATIVE B 001 ***

1. PRICING INFORMATION:

a. All prices shall be submitted on the Price Evaluation Sheets (Attachment 002). When preparing your prices, you should keep the following information in mind:

(1) Prices must be based on the Government's technical data package and the requirements contained in this solicitation.

(2) The pricing pages (Attachment 002) will be incorporated into the contract at time of award.

(4) CLINs 0005, 0011, 0012, 0016, 0018, 0021, 0022, 0024, 0027, 0028, and 0029 require pricing for with and without First Article Testing.

b. Inspection, Acceptance, and FOB Point for the M16/M4 spares shall be Origin.

2. QUANTITIES AND ORDERING PERIODS

a. This section provides ordering information for the M16 Series Rifle and M4/M4A1 Spare and Repair Parts.

b. Following are the ordering periods covered by this solicitation.

Ordering Period (OP) 1 Award Date - 30 September 2001

Ordering Period (OP) 2 01 October 2001 - 30 September 2002

Ordering Period (OP) 3 01 October 2002 - 30 September 2003

Ordering Period (OP) 4 01 October 2003 - 30 September 2004

3. MINIMUM AND MAXIMUM QUANTITIES: The Government's projected minimum and maximum quantities for each item, by Ordering Period, are identified within quantity ranges set forth on the Price Evaluation Sheet, Attachment 002. These quantities represent the Government's best estimate of projected and unforecasted requirements (i.e., FMS) 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, ordering quantity ranges have been established. These estimated quantities are not a representation that this quantity will

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be required or ordered, or that conditions affecting requirements will be stable or normal.

4. DELIVERY SCHEDULE INFORMATION:

a. The delivery schedule for each spare part is provided below. All delivery orders will be issued unilaterally by the Government with firm delivery dates. Specific time for delivery is after receipt by the contractor of each individual order issued under this contract.

CLIN	ITEM	DAYS AFTER AWARD
0001	PLATE, RECEIVER END	80 DAYS
0002	INDEX, ELEVATION	120 DAYS
0003	GAS TUBE ASSEMBLY	120 DAYS
0004	NUT, RECEIVER, EXTENSION	130 DAYS
0005	BASE, REAR, SIGHT	150 DAYS
0006	NUT, LOCK PIN	120 DAYS
0007	NUT, HANDLE ASSEMBLY	160 DAYS
0008	PIN, LOCK	130 DAYS
0009	CLAMP	120 DAYS
0010	KNOB, ELEVATION	110 DAYS
0011	TRIGGER SUBASSEMBLY	150 DAYS
0012	CARRIER ASSEMBLY, KEY AND BOLT	101 DAYS
0013	FORWARD ASSIST ASSEMBLY	109 DAYS
0014	PIN, CAM	99 DAYS
0015	EXTENSION, LOWER RECEIVER	140 DAYS
0016	BASE, REAR, SIGHT	149 DAYS
0017	BUTT, PLATE ASSEMBLY	150 DAYS
0018	SELECTOR, FIRE CONTROL	170 DAYS
0019	DOOR ASSEMBLY, THUMB LATCH	120 DAYS
0020	SCREW, SWIVEL	96 DAYS
0021	CARRYING HANDLE ASSEMBLY (COMPLETE)	150 DAYS
0022	BASE CARRYING ASSEMBLY	150 DAYS
0023	WRENCH, SPANNER - CARBINE	91 DAYS
0024	CHARGING HANDLE ASSEMBLY	172 DAYS
0025	EJECTION PORT COVER ASSEMBLY	125 DAYS
0026	POST, FRONT SIGHT	120 DAYS
0027	TRIGGER SUBASSEMBLY	149 DAYS
0028	DISCONNECT, BURST	149 DAYS
0029	DISCONNECT, SEMI	150 DAYS

b. The contractor is authorized to accelerate deliveries prior to the time set forth in delivery orders issued against this contract; provided that it is at no additional cost to the Government and that the Government shall not be obligated to perform any of its obligations at an earlier date than set forth in the contract.

*** END OF NARRATIVE B 002 ***

4. DELIVERY SCHEDULE INFORMATION:

a. The delivery schedule for each spare part is provided below. All delivery orders will be issued unilaterally by the Government with firm delivery dates. Specific time for delivery is after receipt by the contractor of each individual order issued under this contract.

CLIN	ITEM	DELIVERY COMMENCEMENT		MAXIMUM DELIVERY RATE
		WITH FIRST ARTICLE	WITHOUT FIRST ARTICLE	
0001	PLATE, RECEIVER END		80 DAYS	2,500
0002	INDEX, ELEVATION		120 DAYS	2,500
0003	GAS TUBE ASSEMBLY		120 DAYS	3,000
0004	NUT, RECEIVER, EXTENSION		130 DAYS	2,500
0005	BASE, REAR, SIGHT	225 DAYS	150 DAYS	2,500
0006	NUT, LOCK PIN		120 DAYS	5,000
0007	NUT, HANDLE ASSEMBLY		160 DAYS	2,500
0008	PIN, LOCK		130 DAYS	5,000

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0009	CLAMP		120 DAYS	2,500
0010	KNOB, ELEVATION		110 DAYS	2,500
0011	TRIGGER SUBASSEMBLY	265 DAYS	150 DAYS	3,000
0012	CARRIER ASSEMBLY, KEY AND BOLT	206 DAYS	101 DAYS	1,500
0013	FORWARD ASSIST ASSEMBLY		109 DAYS	2,000
0014	PIN, CAM		99 DAYS	5,000
0015	EXTENSION, LOWER RECEIVER		140 DAYS	1,000
0016	BASE, REAR, SIGHT	223 DAYS	149 DAYS	2,500
0017	BUTT, PLATE ASSEMBLY		150 DAYS	3,000
0018	SELECTOR, FIRE CONTROL	294 DAYS	170 DAYS	2,500
0019	DOOR ASSEMBLY, THUMB LATCH		120 DAYS	2,000
0020	SCREW, SWIVEL		96 DAYS	2,000
0021	CARRYING HANDLE ASSEMBLY (COMPLETE)	230 DAYS	150 DAYS	2,000
0022	BASE CARRYING ASSEMBLY	260 DAYS	150 DAYS	2,000
0023	WRENCH, SPANNER - CARBINE		91 DAYS	500
0024	CHARGING HANDLE ASSEMBLY	247 DAYS	172 DAYS	4,000
0025	EJECTION PORT COVER ASSEMBLY		125 DAYS	3,000
0026	POST, FRONT SIGHT		120 DAYS	5,000
0027	TRIGGER SUBASSEMBLY	180 DAYS	150 DAYS	5,000
0028	DISCONNECT, BURST	238 DAYS	149 DAYS	5,000
0029	DISCONNECT, SEMI	210 DAYS	150 DAYS	5,000

b. The contractor is authorized to accelerate deliveries prior to the time set forth in delivery orders issued against this contract; provided that it is at no additional cost to the Government and that the Government shall not be obligated to perform any of its obligations at an earlier date than set forth in the contract.

*** END OF NARRATIVE B 003 ***

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Name of Offeror or Contractor: MARATHON TECHNOLOGIES INC

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

For Local Clauses See: <https://aais.ria.army.mil>

Regulatory Cite	Title	Date
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 Technical Data Package Listings (CD ROM) provided as Attachment 008 to this solicitation.

The Government End Item Technical Data Package (Attachment 001) will be used to buy the items required by this solicitation. For this reason, we are providing the technical data package listings for all spare parts required to be produced under this solicitation.

NOTE: The Technical Data for manufacturing the M16 Family of Weapons and spare/repair parts for these weapons include documents that are proprietary with limited distribution restrictions. Prior to release of this technical data, you are required to execute a Confidential Non-Disclosure and Non-Use Agreement and consent to the terms of this notice. The Non-Disclosure and Non-Use Agreement is provided as Attachment 005 to the solicitation. The signed agreement must be received at the office listed in the Executive Summary, Section A, paragraph 8, prior to release of any technical data.

ENGINEERING EXCEPTIONS: The following engineering changes apply to this procurement action(s):

DOCUMENT	DELETE	REPLACED WITH
8448522	8448524	12576280
8448673	MIL-H-6088	SAE AMS H 6088
12598101	MIL-L-40000	MIL-L-46000
8448510	MIL-S-13165	SAE AMS S 13165
8448512	MIL-S-13165	SAE AMS S 13165
8448502	MIL-S-5000	AMS 6415 OR AMS 6484
12012059	MIL-S-5000	AMS 6415 OR AMS 6484
12598617	MIL-S-5000	AMS 6415 OR AMS 6484
8448532	MIL-S-7720	SAE AMS S 7720
8448616	QQ-A-225	ASTM B211
	QQ-A-200	ASTM B221 OR B308
8448620	QQ-A-225	ASTM B211
	QQ-A-200	ASTM B211 OR B308
9349066	QQ-A-225	ASTM B211
9349067	QQ-A-225	ASTM B211
9349077	QQ-A-225	ASTM B211
9390024	QQ-A-225	ASTM B211
12597640	QQ-A-225	ASTM B211
12951018	QQ-A-225	ASTM B211
12951019	QQ-A-225	ASTM B211
QAP8448522	8448665	MS16626-3137
QAP8448523	QAP12576180	QAP12576280
QAP8436760	FED-STD-151	NO REPLACEMENT
8448673	MIL-H-6088	SAE-AMS-H-6088
QAP8448580	MIL-STD-1189	NO REPLACEMENT
QAP9349102	MIL-STD-1189	NO REPLACEMENT
QAP12012003	MIL-STD-1189	NO REPLACEMENT
QAP8448670	MIL-H-6088	NO REPLACEMENT
MIL-C-71186	MIL-P-116	NO REPLACEMENT
	MIL-A-70625	NO REPLACEMENT
	MIL-STD-45662	NO REPLACEMENT
MIL-R-63997	MIL-I-45208	NO REPLACEMENT
	MIL-P-116	NO REPLACEMENT
	MIL-Q-9858	NO REPLACEMENT
	MIL-STD-45662	NO REPLACEMENT

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MIL-C-70599	MIL-I-45208	NO REPLACEMENT
	MIL-P-116	NO REPLACEMENT
	MIL-Q-9858	NO REPLACEMENT
	MIL-A-70625	NO REPLACEMENT
	MIL-STD-45662	NO REPLACEMENT
8443915	MIL-STD-120	NO REPLACEMENT
8443949	MIL-STD-120	NO REPLACEMENT
MIL-R-71135	MIL-P-116	NO REPLACEMENT
	MIL-STD-45662	NO REPLACEMENT
8448511	QQ-P-35	ASTM-A967
8448538	QQ-P-35	ASTM-A967
8448574	QQ-P-35	ASTM-A967
8448583	QQ-P-35	ASTM-A967
8448586	QQ-P-35	ASTM-A967
8448589	QQ-P-35	ASTM-A967
8448590	QQ-P-35	ASTM-A967
8448593	QQ-P-35	ASTM-A967
8448594	QQ-P-35	ASTM-A967
8448597	QQ-P-35	ASTM-A967
8448598	QQ-P-35	ASTM-A967
8448611	QQ-P-35	ASTM-A967
8448614	QQ-P-35	ASTM-A967
8448629	QQ-P-35	ASTM-A967
8448633	QQ-P-35	ASTM-A967
8448637	QQ-P-35	ASTM-A967
8448659	QQ-P-35	ASTM-A967
8448671	QQ-P-35	ASTM-A967
8448787	QQ-P-35	ASTM-A967
9349109	QQ-P-35	ASTM-A967
9349116	QQ-P-35	ASTM-A967
9390022	QQ-P-35	ASTM-A967
9390027	QQ-P-35	ASTM-A967
12006359	TT-V-121	A-A-1800
12972654	CAGE CODE 94499	CAGE CODE 71984
	DOW CORNING CORP	DOW CORNING CORP
	50 COMMERCE DR.	2200 W. SALZBURG ROAD
	TRUMBULL,CT 06611	AUBURN, MI 48611
	MOLYKOTE G-n	MOLYKOTE G-n METAL ASSY PASTE

DELETE QAP'S 8436764 AND 8448538 WITHOUT REPLACEMENT.

DELETE PL12006359 FROM THE TDP.

QAP8448593 - ON PAGE 3, PART IV, UNDER CHARACTERISTIC 302:
CHG "5.4.1 OF MIL-STD-171" TO "DWG 8448593, NOTE 4".

QAP8448611 - ON PAGE 2, PART III, UNDER CHARACTERISTIC 302:
CHG "5.4.1 OF MIL-STD-171" TO DWG 8448611".

QAP9349116 - ON PAGE 3, PART IV, UNDER CHARACTERISTIC 302:
CHG "5.4.1 OF MIL-STD-171" TO DWG "9349116, NOTE 14".

REPLACE "STM-1..." IN PART X OF QAP8448580, "STM-1..." IN PART X OF QAP9349102, AND "5.2..." IN PART X OF QAP12012003 WITH THE FOLLOWING: "BAR CODE READABILITY. A READABILITY TEST SHALL BE PERFORMED ON THE BAR CODES ON A SAMPLE OF LOWER RECEIVERS RANDOMLY SELECTED FROM EACH LOT. SAMPLING SHALL BE IN ACCORDANCE WITH MIL-STD-1916 VERIFICATION LEVEL III.A SUCCESSFUL SCAN IS ACHIEVED WHEN A BAR CODE IS READ WITH THREE OR FEWER ATTEMPTS USING A GOVERNMENT APPROVED WAND TYPE SCANNER IN BOTH THE VISIBLE LIGHT SPECTRUM (633 nm) AND THE NEAR-INFRARED SPECTRUM (800 nm). THESE REQUIREMENTS APPLY WHEN THE SCANNERS ARE BEING USED IN ACCORDANCE WITH CORRECT OPERATING PROCEDURES AS SPECIFIED BY THE SCANNER MANUFACTURER. A MINIMUM OF 97 PERCENT OF THE BAR CODES SHALL BE SUCCESSFULLY READ WITHIN THE ABOVE PARAMETERS."

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The following Government Acceptance Inspection Equipment (AIE) design drawings, cited elsewhere in the technical data, are appropriate for use during performance of this contract to inspect the applicable characteristics

- o All AIE designs specified for critical Characteristics/Defects
- o Other -Lists by citing individual drawing numbers or equipment list(s).

NONE

All other Government AIE designs which are cited in the Technical Data Package List or in any of the documents in the technical data package are no longer being maintained by the Government, may not reflect the latest component configuration and are, therefore, included for information purposes only. Except for the AIE designs listed above, the contractor is responsible for the design and submission to the Government for review of all other AIE in accordance with Clause specified elsewhere in Section E of this contract.

In all QAPs (Quality Assurance Provisions):

Delete MIL-STD-105 and associated AQLs
and replace with MIL-STD-1916, Verification Level III for major characteristics and Verification Level II for Minor characteristics

ADD: ECP G6Q2012, SHEETS 6 THRU 22 (INCLUDES QAP12977382)

(CS6100)

C-2 52.210-4501 PHOSPHATE COATING REQUIREMENT
TACOM-RI

MAR/2001

The following requirements regarding phosphate coating are applicable to this solicitation and any resultant contract in addition to those requirements set forth in specification MIL-DTL-16232G as called out on the drawings with a finish per paragraphs 5.3.1 and 5.3.2 of MIL-STD-171.

a. Paragraph 3.1 of MIL-DTL-16232G refers to "Preproduction Inspection". The appropriate address to which phosphate coating procedures should be sent by the contractor is Commander, Tank-automotive and Armaments Command - Rock Island site, ATTN: AMSTA-LC-CSC-C, Ms. Bobbie Stegall, Rock Island, IL 61299-7630. The contract number must be cited on all phosphate coating procedures being submitted to TACOM-RI for review and approval. Procedures shall include product name and manufacturer of all chemicals to be used. All processes, equipment, and controls used for phosphating shall be described in detail.

b. Paragraph 3.2.5-c of MIL-DTL-16232G refers to the "Chromic acid rinse, (Classes 1, 2, and 3)." The final rinse shall be checked by a standard free and total acid titration along with a pH reading prior to starting production and at least every 8 hours thereafter.

c. Paragraph 4.7.3 of MIL-DTL-16232G refers to "Weight per unit area of phosphate coatings." The frequency for testing coating weight is every 8 hours.

d. Paragraph 4.7.5 of MIL-DTL-16232G refers to "Accelerated corrosion resistance." Accelerated corrosion resistance shall be determined in accordance with 4.7.5.1. The frequency for testing accelerated corrosion resistance per ASTM B117 is every 8 hours.

(End of clause)

(CS6510)

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Name of Offeror or Contractor: MARATHON TECHNOLOGIES INC

C-3 52.210-4511 STATEMENT OF WORK - OZONE DEPLETING CHEMICALS MAR/1994
TACOM-RI

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

N/A

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

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

N/A

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

N/A

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

(End of Clause)

(CS6191)

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SECTION D - PACKAGING AND MARKING

For Local Clauses See: <https://aais.ria.army.mil>

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
D-1 52.211-4503 TACOM-RI	PACKAGING REQUIREMENTS (COMMERCIAL)	FEB/2000

a. The preservation, packing, and marking requirements shall be accomplished in accordance with the performance requirements defined herein.

b. The following Packaging requirements shall apply:

Preservation: COMMERCIAL

Level of Packing: COMMERCIAL

Quantity Per Unit Package: ONE EACH

Quantity of Unit Packages Per Intermediate Container: SEE PARAGRAPH (3) BELOW

(1) Packaging - Preservation, packaging, packing, unitization and marking furnished by the supplier shall provide protection for a minimum of one year and meet or exceed the following requirements:

(i) Cleanliness - Items shall be free of dirt and other contaminants which would contribute to the deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservatives applied to the item for protection are not considered contaminants.

(ii) Preservation - Items susceptible to corrosion or deterioration shall be provided protection such as preservative coatings, volatile corrosion inhibitors, or desiccated unit packs.

(iii) Cushioning - Items requiring protection from physical and mechanical damage (e.g., fragile, sensitive, material critical) or which could cause physical damage to other items, shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handling and shipment.

(2) Unit package:

(i) Unit Package - A unit package shall be so designed and constructed that it will contain the contents with no damage to the item(s), and with minimal damage to the unit pack during shipment and storage in the shipping container, and will allow subsequent handling. The outermost compartment of a unit package shall be a container such as a sealed bag, carton, or box.

(ii) Unit Package Quantity - Unless otherwise specified, the unit package quantity shall be one each part, set assembly, kit, etc.

(3) Intermediate Package:

(i) Intermediate packaging is required whenever the quantity is over one (1) gross of the same national stock number and when such use enhances handling and inventorying, or whenever the exterior surfaces of the unit pack is a bag of any type, regardless of the size, or whenever the unit pack is less than 64 cubic inches, or when the weight of the unit pack is under five (5) pounds and no dimension is over twelve (12) inches. Intermediate containers shall be limited to a maximum of 100 unit packs, a net load of 40 pounds, or a maximum volume of 1.5 cubic feet, whichever occurs first.

(4) Packing:

(i) Unit packages and intermediate packages not meeting the requirements for a shipping container shall be packed in shipping containers. All shipping containers shall be the most cost effective and shall be of minimum cube to contain and protect the items.

(ii) Shipping Containers - The shipping container (including any necessary blocking, bracing, cushioning, or waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination at the lowest tariff cost. The shipping container shall be capable of multiple handling, stacking at least ten feet high, and storage under favorable conditions (such as enclosed facilities) for a minimum of one year.

c. 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

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permit safe handling during shipment and storage.

d. Marking: 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, see AIM-BC1, Uniform Symbology Specification (USS)-39, Document Number X5-2. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract or not. Special markings include, but are not limited to, shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive material will not identify the nature of the material.

e. Hazardous Materials: In addition to the general instructions listed above, hazardous materials or items as defined in CFR Title 49 are also subject to all applicable Department of Transportation regulations for packaging/packing, marking, labeling, container certification, and transport as listed in Code of Federal Regulations Title 49, Parts 100-180. If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers.

f. Quality Assurance: The contractor is responsible for establishing a quality system. Full consideration to examinations, inspections, and tests will be given to ensure the acceptability of the commercial package.

g. SUPPLEMENTAL INSTRUCTIONS: NONE.

(End of clause)

(DS6413)

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0027	9392518	Trigger Subassembly
0028	9349113	Disconnect, Burst
0029	9349114	Disconnect, Semi

which shall be examined and tested in accordance with contract requirements, the item specification(s), Quality Assurance Provisions (QAPs) and all drawings listed in the Technical Data Package.

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 AMSTA-AR-QAW-C, Rock Island, Illinois 61299-7630.

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-5 52.209-4512 FIRST ARTICLE TEST (CONTRACTOR TESTING) MAR/2001
TACOM-RI

a. The first article shall consist of 10 EACH OF THE FOLLOWING PARTS/SUBASSYS/ASSYS (FIVE EACH FOR DIMENSIONAL INSPECTION AND FIVE EACH FOR INSPECTION OF COATING REQUIREMENTS).

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CLIN	PART NUMBER	
0005	12951028	Base, Rear Sight
0011	12972696	Trigger Subassembly
0012	8448505	Carrier Assembly, Key & Bolt
0016	9349074	Base, Rear Sight
0018	9381367	Selector, Fire Control
0021	12951011	Carrying Handle Assembly (Complete)
0022	12951021	Base Carrying Assembly
0024	8448517	Charging Handle Assembly
0027	9392518	Trigger Subassembly
0028	9349113	Disconnect, Burst
0029	9349114	Disconnect, Semi

which shall be examined and tested in accordance with contract requirements, the item specification(s), Quality Assurance Provisions (QAPs) and all drawings listed in the Technical Data Package.

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 applicable to this procurement.

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 one-time 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. Evidence of the QAR's verification will be provided. One copy of the First Article Test Report will be submitted through the Administrative Contracting Officer to the Contracting Officer with a copy furnished to AMSTA-AR-QAW-C, Rock Island, Illinois 61299-7630.

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 additional first article testing resulting from any of the causes listed herein that were instituted by the contractor and not due to changes directed by the Government shall be borne by the Contractor.

(End of Clause)

Name of Offeror or Contractor: MARATHON TECHNOLOGIES INC

TACOM-RI

a. Rework and Repair are defined as follows:

(1) Rework - The reprocessing of nonconforming material to make it conform completely to the drawings, specifications or contract requirements.

(2) Repair - The reprocessing of nonconforming material in accordance with approved written procedures and operations to reduce, but not completely eliminate, the nonconformance. The purpose of repair is to bring nonconforming material into a usable condition. Repair is distinguished from rework in that the item after repair still does not completely conform to all of the applicable drawings, specifications or contract requirements.

b. Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to the Government Quality Assurance Representative (QAR) for review prior to implementation. Rework procedures are subject to the QAR's disapproval.

c. Repair procedures shall be documented by the Contractor and submitted on a Request for Deviation/Waiver, to the Contracting Officer for review and written approval prior to implementation.

d. Whenever the Contractor submits a repair or rework procedure for Government review, the submission shall also include a description of the cause for the nonconformances and a description of the action taken or to be taken to prevent recurrence.

e. The rework or repair procedure shall also contain a provision for reinspection which will take precedence over the Technical Data Package requirements and shall, in addition, provide the Government assurance that the reworked or repaired items have met reprocessing requirements.

(End of Clause)

(ES7012)

E-9 52.246-4531 ACCEPTANCE INSPECTION EQUIPMENT (AIE) MAR/2001
TACOM-RI

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

(b) The contractor shall provide all AIE (except for any AIE listed as available in Section H or Appendix I) necessary to assure conformance of material to the contract requirements.

(c) AIE shall be available for use on the First Article (FA) submission, if FA is required, or prior to use for acceptance of production material on this contract.

(d) Contractor furnished AIE shall be made (i) to the AIE designs specified in Section C, or (ii) to any other design provided the contractor's proposed AIE design is approved by the Government. Contractor's proposed AIE design for inspection of characteristics listed as "Critical, Special or Major" shall be submitted to the Government for review and approval as directed on the Contract Data Requirements List, DD Form 1423. Government approval of AIE design shall not be considered to modify the contract requirements.

(e) When the contractor submits it's proposed AIE on commercial off the shelf equipment, the contractor shall include the manufacturer's name and model number, and sufficient information to show capability of the proposed AIE to perform the inspection required. When submitting proposed AIE design documentation on commercial computer controlled test and measuring equipment include information on (1) test program listing (2) flowcharts showing accept and reject limits and computer generated test stimuli (3) calibration program listing (4) sample of the printout of an actual test and calibration (5) test plan to verify accuracy of inspection and correctness of accept or reject decision (6) identification of the equipment by model name and number.

(f) Resubmission of the contractor's proposed AIE design for Government approval on a follow on Government contract is not required, provided the inspection characteristic parameters specified in the technical data package and the previously Government approved AIE designs have not changed. In this situation, the contractor shall provide written correspondence in the place of the AIE designs that indicates the prior Government approval and states that no changes have occurred.

(g) The Government reserves the right to disapprove, at any time during the performance of this contract, any AIE that is not accomplishing its intended use in verifying an inspection or test characteristic.

(h) If the contractor changes the design after the initial approval, the modified design must be submitted for approval prior to use.

Name of Offeror or Contractor: MARATHON TECHNOLOGIES INC

(End of clause)

(ES7002)

E-10 52.246-4540 CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2-2000 APR/2001
 TACOM-RI

a. The (CP)2 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 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 certification process.

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

(1) ___ NOT CERTIFIED

(2) ___ CERTIFIED

(i) ___ DATE OF CERTIFICATION

(ii) ___ CERTIFYING ACTIVITY

d. For Contractor facilities currently certified under the (CP)2 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 agreement between the Government and the Contractor.

End of Clause

(ES7016)

Name of Offeror or Contractor: MARATHON TECHNOLOGIES INC

SECTION F - DELIVERIES OR PERFORMANCE

For Local Clauses See: <https://aais.ria.army.mil>

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

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

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

(FA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP-WORK ORDER	AUG/1989
F-2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-3	52.247-29	F.O.B. ORIGIN	JUN/1988
F-4	52.247-61	F.O.B. ORIGIN - MINIMUM SIZE OF SHIPMENTS	APR/1984
F-5	52.247-65	F.O.B. ORIGIN, PREPAID FREIGHT - SMALL PACKAGE SHIPMENTS	JAN/1991
F-6	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-7	52.247-4531	COGNIZANT TRANSPORTATION OFFICER TACOM-RI	MAY/1993
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(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 DCMC.

(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 35 of 54****PIIN/SIIN** DAAE20-02-D-0052**MOD/AMD****Name of Offeror or Contractor:** MARATHON TECHNOLOGIES INC

DELIVERY SCHEDULES ARE WITHOUT FIRST ARTICLE TEST REQUIREMENT:

CLIN	ITEM	DELIVERY (DAYS AFTER AWARD OF CONTRACT)	MAXIMUM REQUIRED DELIVERY RATE PER MONTH
0001	PLATE, RECEIVER END	80 DAYS	2,500 EACH
0004	NUT, RECEIVER EXTENSION	130 DAYS	2,500 EACH
0006	NUT, LOCK PIN	120 DAYS	5,000 EACH
0007	NUT, HANDLE ASSEMBLY	160 DAYS	2,500 EACH
0008	PIN, LOCK	130 DAYS	5,000 EACH
0010	KNOB, ELEVATION	110 DAYS	2,500 EACH
0025	POST, FRONT SIGHT	120 DAYS	5,000 EACH

*** END OF NARRATIVE F 001 ***

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MOD/AMD

Name of Offeror or Contractor: MARATHON TECHNOLOGIES INC

- (1) List each deliverable item of supply and item of technical data.
- (2) If there is no national stock number, list 'none.'
- (3) Use 'Y' if the item is a commercial item; otherwise, use 'N'. If 'Y' is listed, the Offeror need not complete the remaining columns in the table.
- (4) For items of supply, list all sources. For technical data, list the source.
- (5) For items of supply, list each source's part number for the item.
- (6) Use 'Y' if the source of supply is the actual manufacturer; 'N' if it is not; and 'U' if unknown.

(End of clause)

NOTE:

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

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

(End of Clause)

(HA7705)

H-4 52.227-4575 DISPOSITION OF DRAWINGS AND SPECIFICATIONS
TACOM-RI

MAR/1995

(a) There are documents included in the Technical Data Package which have been marked with the following Legend:

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

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

(c) Upon completion of the purposes for which these documents have been issued, the contractor is required to destroy or have destroyed all documents bearing the above legend, including all reproductions, duplications or copies thereof as may have been further distributed by the Contractor. Immediately after destruction thereof, a Certificate of Destruction will be furnished to the Contracting Officer, which will include identification of the documents and quantity thereof, as well as the date of destruction.

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

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

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

Tank Automotive and Armament Command
ATTN: AMSTA-LC-CSC-C/Ms. Bobbie Stegall
Rock Island, IL 61299-7630

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(End of clause)

(HS7501)

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

A license agreement between Colt Industries and the United States Government requires the items procured under this contract to be manufactured exclusively in the United States Territory. The United States Territory is defined as the fifty states, District of Columbia, and the territories, island possessions and protectorates of the United States of America. An offeror under this solicitation, by submitting a bid/proposal, certifies that if awarded a contract, all items being procured will be manufactured exclusively within the United States Territory and agrees that any failure to have the items so manufactured will be a material breach of the contract.

(End of contract)

(HS7502)

H-6 52.239-4500 YEAR 2000 (Y2K) COMPLIANCE NOV/1998
TACOM-RI

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

H-7 52.245-4575 DEMILITARIZATION - SMALL ARMS WEAPONS AND PARTS, AND ACCESSORIES FEB/1995
TACOM-RI (CATEGORY I - MUNITIONS LIST ITEMS)

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

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

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

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

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

CERTIFICATE

Name of Offeror or Contractor: MARATHON TECHNOLOGIES INC

I, JERRY KOZLOWSKI, PRESIDENT, (name and title of Contractor's employee) am the officer or employee of MARATHON TECHNOLOGIES, INC. (name of company) responsible for assuring demilitarization requirements have been accomplished. I certify that ** (IDENTIFY ITEMS AND QUANTITIES) ** were demilitarized in accordance with instructions provided in Solicitation DAAE20-99-R-0091 and Contract DAAE20-02-D-0052.

(end of certificate)

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

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

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

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

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

(i) All nonautomatic, semiautomatic, and automatic firearms and other weapons up to and including .50 caliber and all components and parts;

(ii) Shotguns and all components and parts;

(iii) Shoulder fired grenade launchers and all components and parts;

(iv) Man portable rocket launchers and all components and parts;

(v) Individually operated weapons which are prorable and/or can be fired without special mounts or firing devices and which have potential use in civil disturbances and are vulnerable to theft and all components and parts;

(vi) Pyrotechnic pistols and other ground signal projectors and all components and parts;

(vii) Rifle grenade launchers and all components and parts;

(viii) Magazines and ammunition clips for items in this category. (Clips for the M1 rifle do not require demilitarization.)

(ix) Insurgency counter-insurgency type firearms or other weapons having a special military application (i.e., close assault weapons systems), regardless of caliber, and all components and parts;

(x) Technical data related to the manufacture or production of any defense article enumerated above.

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

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

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

(i) Silencers, suppressors and mufflers (total destruction).

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

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

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Name of Offeror or Contractor: MARATHON TECHNOLOGIES INC

(i) Clips for the M1 Rifle.

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

(e) Method and degree of demilitarizations.

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

(HS7500)

H-8

52.247-4545

PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION

MAY/1993

TACOM-RI

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

Shipped From:

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Name of Offeror or Contractor: MARATHON TECHNOLOGIES INC

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

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

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

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

Rail Freight Station Name and Address: _____

Serving Carrier: _____

(End of Clause)

(HS7600)

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SECTION I - CONTRACT CLAUSES

For Local Clauses See: <https://aais.ria.army.mil>

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	DEC/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-5	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-6	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/1997
I-7	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-8	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-9	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-10	52.215-2	AUDIT AND RECORDS - NEGOTIATION	JUN/1999
I-11	52.215-14	INTEGRITY OF UNIT PRICES - ALTERNATE I	OCT/1997
I-12	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUL/1996
I-13	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-14	52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC/1996
I-15	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-16	52.222-26	EQUAL OPPORTUNITY	FEB/1999
I-17	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-18	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-19	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-20	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-21	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	OCT/2000
I-22	52.225-8	DUTY-FREE ENTRY	FEB/2000
I-23	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL/2000
I-24	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUN/2000
I-25	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-26	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN/1991
I-27	52.229-5	TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR/1984
I-28	52.232-1	PAYMENTS	APR/1984
I-29	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-30	52.232-11	EXTRAS	APR/1984
I-31	52.232-16	IF0082, PROGRESS PAYMENTS - ALTERNATE I WAS DELETED 4 DEC 01 AND REPLACED BY IA0650, (252.232-7004), DoD PROGRESS PAYMENT RATES	MAR/2000
I-32	52.232-17	INTEREST	JUN/1996
I-33	52.232-18	AVAILABILITY OF FUNDS	APR/1984
I-34	52.232-23	ASSIGNMENT OF CLAIMS - ALTERNATE I	APR/1984
I-35	52.232-25	PROMPT PAYMENT	FEB/2002
I-36	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	MAY/1999
I-37	52.233-1	DISPUTES	DEC/1998
I-38	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-39	52.242-10	F.O.B. ORIGIN - GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE	APR/1984
I-40	52.242-13	BANKRUPTCY	JUL/1995
I-41	52.243-1	CHANGES - FIXED PRICE	AUG/1987
I-42	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	DEC/2001

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	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-43	52.246-1	CONTRACTOR INSPECTION REQUIREMENTS	APR/1984
I-44	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-45	52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS	JAN/1997
I-46	52.248-1	VALUE ENGINEERING	FEB/2000
I-47	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
I-48	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-49	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-50	252.203-7001 DFARS	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	MAR/1999
I-51	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-52	252.204-7004 DFARS	REQUIRED CENTRAL CONTRACTOR REGISTRATION	NOV/2001
I-53	252.205-7000 DFARS	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-54	252.209-7000 DFARS	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-55	252.225-7001 DFARS	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	MAR/1998
I-56	252.225-7002 DFARS	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/1991
I-57	252.225-7009 DFARS	DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	AUG/2000
I-58	252.225-7010 DFARS	DUTY-FREE ENTRY -- ADDITIONAL PROVISIONS	AUG/2000
I-59	252.225-7012 DFARS	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	AUG/2000
I-60	252.225-7014 DFARS	PREFERENCE FOR DOMESTIC SPECIALTY METALS - ALTERNATE I	MAR/1998
I-61	252.225-7016 DFARS	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	DEC/2000
I-62	252.225-7025 DFARS	RESTRICTION ON ACQUISITION OF FORGINGS	JUN/1997
I-63	252.225-7026 DFARS	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	JUN/2000
I-64	252.225-7031 DFARS	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/1992
I-65	252.227-7013 DFARS	RIGHTS IN TECHNICAL DATA - NONCOMMERCIAL ITEMS	NOV/1995
I-66	252.227-7016 DFARS	RIGHTS IN BID OR PROPOSAL INFORMATION	JUN/1995
I-67	252.227-7025 DFARS	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	JUN/1995
I-68	252.227-7036 DFARS	CERTIFICATION OF TECHNICAL DATA CONFORMITY	JAN/1997
I-69	252.232-7004 DFARS	DOD PROGRESS PAYMENT RATES	OCT/2001
I-70	252.242-7000 DFARS	POSTAWARD CONFERENCE	DEC/1991
I-71	252.242-7003 DFARS	APPLICATION FOR U.S. GOVERNMENT SHIPPING	DEC/1991
I-72	252.243-7001 DFARS	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-73	252.243-7002 DFARS	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-74	252.244-7000 DFARS	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS)	MAR/2000
I-75	252.246-7000 DFARS	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
I-76	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

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by the individuals or activities designated in the Schedule. Such orders may be issued from THE DATE OF AWARD THROUGH 30 SEP 2004 (ORDERING PERIODS 01 THROUGH 04).

(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

(IF6155)

I-77 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 MINIMUM QUANTITY LISTED ON ATTACHMENT 002, 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 SEE ATTACHMENT 002;

(2) Any order for a combination of items in excess of SEE ATTACHMENT 002; or

(3) A series of orders from the same ordering office within 7 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 14 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-78 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;

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provided, that the Contractor shall not be required to make any deliveries under this contract after 30 SEPTEMBER 2005 OR UNTIL ALL SCHEDULED DELIVERIES UNDER THE LAST DELIVERY ORDER HAS BEEN SHIPPED COMPLETE, WHICHEVER IS LATER.

(End of clause)

(IF6031)

I-79 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 30 September 2005.

(End of clause)

(IF6036)

I-80 *** THIS REFERENCE (IF7252) IS NO LONGER VALID ***

(a) 'Head of the agency' (also called 'agency head') or 'Secretary' means the Secretary (or Attorney General, Administrator, Governor, Chairperson, or other chief official, as appropriate) of the agency, including any deputy or assistant chief official of the agency; and the term 'authorized representative' means any person, persons, or board (other than the Contracting Officer) authorized to act for the head of the agency or Secretary.

(b) Commercial component means any component that is a commercial item.

(c) Commercial item means--

(1) Any item, other than real property, that is of a type customarily used for nongovernmental purposes and that--

(i) Has been sold, leased, or licensed to the general public; or

(ii) Has been offered for sale, lease, or license to the general public;

(2) Any item that evolved from an item described in paragraph (c)(1) of this clause through advances in technology or performance and that is not yet available in the commercial marketplace, but will be available in the commercial marketplace in time to satisfy the delivery requirements under a Government solicitation;

(3) Any item that would satisfy a criterion expressed in paragraphs (c)(1) or (c)(2) of this clause, but for--

(i) Modifications of a type customarily available in the commercial marketplace; or

(ii) Minor modifications of a type not customarily available in the commercial marketplace made to meet Federal Government requirements. 'Minor' modifications means modifications that do not significantly alter the nongovernmental function or essential physical characteristics of an item or component, or change the purpose of a process. Factors to be considered in determining whether a modification is minor include the value and size of the modification and the comparative value and size of the final product. Dollar values and percentages may be used as guideposts, but are not conclusive evidence that a modification is minor;

(4) Any combination of items meeting the requirements of paragraphs (c)(1), (2), (3), or (5) of this clause that are of a type customarily combined and sold in combination to the general public;

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(5) Installation services, maintenance services, repair services, training services, and other services if such services are procured for support of an item referred to in paragraphs (c)(1), (2), (3), or (4) of this clause, and if the source of such services--

(i) Offers such services to the general public and the Federal Government contemporaneously and under similar terms and conditions; and

(ii) Offers to use the same work force for providing the Federal Government with such services as the source uses for providing such services to the general public;

(6) Services of a type offered and sold competitively in substantial quantities in the commercial marketplace based on established catalog or market prices for specific tasks performed under standard commercial terms and conditions. This does not include services that are sold based on hourly rates without an established catalog or market price for a specific service performed;

(7) Any item, combination of items, or service referred to in subparagraphs (c)(1) through (c)(6), notwithstanding the fact that the item, combination of items, or service is transferred between or among separate divisions, subsidiaries, or affiliates of a Contractor; or

(8) A nondevelopmental item, if the procuring agency determines the item was developed exclusively at private expense and sold in substantial quantities, on a competitive basis, to multiple State and local Governments.

(d) Component means any item supplied to the Federal Government as part of an end item or of another component.

(e) Nondevelopmental item means--

(1) Any previously developed item of supply used exclusively for governmental purposes by a Federal agency, a State or local government, or a foreign government with which the United States has a mutual defense cooperation agreement;

(2) Any item described in paragraph (e)(1) of this definition that requires only minor modification or modifications of a type customarily available in the commercial marketplace in order to meet the requirements of the procuring department or agency; or

(3) Any item of supply being produced that does not meet the requirements of paragraph (e)(1) or (e)(2) solely because the item is not in use.

(f) 'Contracting Officer' means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

(g) Except as otherwise provided in this contract, the term 'subcontracts' includes, but is not limited to, purchase orders and changes and modifications to purchase orders under this contract.

(End of Clause)

(IF7252)

I-81 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-82 52.203-7 ANTI-KICKBACK PROCEDURES JUL/1995

(a) Definitions.

'Kickback,' as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor

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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-83 52.209-3 FIRST ARTICLE APPROVAL-CONTRACTOR TESTING, ALTERNATE I AND ALTERNATE JAN/1997

II

(a) The Contractor shall test 10 unit(s) of Lot/Items 0005, 0011, 0012, 0016, 0018, 0021, 0022, 0024, 0027, 0028, and 0029 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 location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within 120 calendar days from the date of this contract to AMSTA-LC-CSC-C/Bobbie Stegall marked 'FIRST ARTICLE TEST REPORT: Contract No.____, Lot/Item No.____.' Within thirty (30) calendar days after

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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 ES6031)

** (See Schedule B)

(End of Clause)

(IF7116)

I-84 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH JUL/1995
CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT

(a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the small purchase limitation at FAR 13.000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed the small purchase limitation at FAR 13.000, to disclose to the Contractor, in writing whether as of the time of award of the subcontract, the subcontractor, or its principals is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement Nonprocurement Programs.

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(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-85 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-86 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-87 52.227-1 AUTHORIZATION AND CONSENT JUL/1995

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

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

(End of clause)

(IF7220)

I-88 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

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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.

***Government bill of lading.

****If not shipped by GBL, identify lading document and state whether by paid by contractor.

*****Estimated time of arrival.

(End of Clause)

(IF7221)

I-89 252.252-6 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)

I-90 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS OCT/2001
DFARS

(a) Definition. 'SPI process,' as used in this clause, means a management or manufacturing process that has been accepted previously by the department of defense under the Single Process Initiative (SPI) for use in lieu of specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives from the Defense Contract Management Command, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI process in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI process accepted at specific facilities is available via the Internet in PDF format at <http://www.dcmc.hq.dla.mil/spi/dbreport/modified.pdf> and in Excel format at <http://www.dcmc.hq.dla.mil/spi/dbreport/modified.xls>.

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standard cited in the solicitation shall--

(1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted,

(2) identify each facility at which the offeror proposed to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;

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(3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and

(4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process: _____

Facility: _____

Military or Federal Specification or Standard: _____

Affected Contract Line Item Number, Subline Item Number, Component, or Element: _____

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror -

(1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer;but

(2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of Clause)

(IA7009)

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SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT DATA REQUIREMENTS LIST (CDRL)	10-FEB-2000	002	
Attachment 001	END ITEM TECHNICAL DATA - CD ROM		001	
Attachment 002	PRICE EVALUATION SHEETS		008	
Attachment 003	NON-DISCLOSURE AGREEMENT		004	
Attachment 004	DOCUMENT SUMMARY LIST		002	
Attachment 005	LIST OF ADDRESSES		001	
Attachment 006	TECHNICAL DATA PACKAGE LISTINGS - CD ROM		001	
Attachment 007	PRICE EVALUATION SHEETS		008	
Attachment 008	ENGINEERING CHANGE PROPOSAL L0S3044	22-NOV-2000	004	
Attachment 009	ENGINEERING CHANGE PROPOSAL L0S3048	27-FEB-2001	005	
Attachment 010	ENGINEERING CHANGE PROPOSAL L1S3017	17-APR-2001	003	
Attachment 011	ENGINEERING CHANGE PROPOSAL L1S3019	17-APR-2001	008	
Attachment 012	ENGINEERING CHANGE PROPOSAL L9S3040	06-JAN-2000	002	
Attachment 013	ENGINEERING CHANGE PROPOSAL L9S3009	14-MAY-1999	003	
Attachment 014	ENGINEERING CHANGE PROPOSAL L0S2048	13-MAR-2001	023	
Attachment 015	ENGINEERING CHANGE PROPOSAL L1S3026	05-JUN-2001	005	
Attachment 016	PRICE EVALUATION SHEETS		008	
Attachment 017	NONDISCLOSURE AGREEMENT		004	
Attachment 018	CERTIFICATE OF DESTRUCTION		001	

For Local Clauses See: <https://aais.ria.army.mil>

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	Instructions for Completing 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 Documentation of Contract Data Requirements List (CDRL)		2 Pgs
Attachment 5A	Disclosure of Lobbying Activities (SF-LLL)		3 Pgs
Attachment 6A	Data Delivery Description - Engineering Change Proposal	JUL 01	9 Pgs
Attachment 7A	Data Delivery Description - Notice of Revision	JUL 01	2 Pgs
Attachment 8A	Data Delivery Description - Request for Deviation	JUL 01	4 Pgs

(End of Clause)

(JS7001)

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
J-1	52.2100-4500 ATTACHMENT-DEMILITARIZATION BY MELTING/DEMILITARIZATION OF SURPLUS SMALL ARMS WEAPONS AND PARTS	JAN/1994

Demilitarization by Melting.

Where the contractor does not have facilities to accomplish demilitarization by melting, such demilitarization will be performed by Rock

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Island Arsenal (RIA). All cleaning, packaging, packing, crating and transportation costs will be borne by the contractor. Correspondence requesting complete instructions for shipping Small Arms Weapons and Small Arms Parts (residue) for melting, should be addressed to:

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

Baseline Instruction for Generating Services:

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

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

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

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

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

(f) Shipments must be received at RIA within 90 days of the generating activities receipt of the 'shipment clearance', from SMCRI-DLD-T, RIA.

Holding (Disposal) Activities.

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

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

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

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

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

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

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

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

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(i) Bill of Lading will reflect:

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

2. Truck Shipment. Description will be shown as scrap, iron, or steel, NOIBN, not copper clad, having value for resmelting purposes only. Motor classification (NMFCAL0) Item Number 106610.

(End of Clause)

(JS7005)