

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS				1. Requisition Number SEE SCHEDULE		Page 1 Of 8	
Offeror To Complete Block 12, 17, 23, 24, & 30							
2. Contract No. DAAE20-02-P-0008		3. Award/Effective Date 2001OCT12		4. Order Number		5. Solicitation Number	
7. For Solicitation Information Call:		A. Name MYRNA DOWELL		B. Telephone Number (No Collect Calls) (309)782-4635		6. Solicitation Issue Date	
9. Issued By TACOM-ROCK ISLAND AMSTA-AQ-ARCC ROCK ISLAND IL 61299-7630		Code W52H09		10. This Acquisition Is		11. Delivery For FOB Destination Unless Block Is Marked	
e-mail: DOWELLM@RIA.ARMY.MIL				<input checked="" type="checkbox"/> Unrestricted		<input checked="" type="checkbox"/> See Schedule	
				<input type="checkbox"/> Set Aside: % For		<input checked="" type="checkbox"/> 13a. This Contract Is A Rated Order Under DPAS (18 CFR 700)	
				<input type="checkbox"/> Small Business <input type="checkbox"/> Small Disadv Business <input type="checkbox"/> 8(A)		13b. Rating DOA5	
				SIC:		14. Method Of Solicitation	
				Size Standard:		<input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. Deliver To SEE SCHEDULE		Code		16. Administered By DCMA SAN FRANCISCO 1265 BORREGAS AVE SUNNYVALE CA 94089-1308		Code S0507A	
Telephone No.							
17. Contractor/Offeror GLOBAL INTERMODAL SYSTEMS 2000 CROW CANYON PLACE SUITE 430 SAN RAMON CA 94583-0000		Code OYZJ3 Facility		18a. Payment Will Be Made By DFAS COLUMBUS CENTER WEST ENTITLEMENT OPERATIONS PO BOX 182381 COLUMBUS OH 43218-2381		Code HQ0339	
Telephone No.							
<input type="checkbox"/> 17b. Check If Remittance Is Different And Put Such Address In Offer				18b. Submit Invoices To Address Shown In Block 18a Unless Block Below Is Checked		<input type="checkbox"/> See Addendum	
19. Item No.		20. Schedule Of Supplies/Services		21. Quantity		22. Unit	
		SEE SCHEDULE					
		(Attach Additional Sheets As Necessary)					
				23. Unit Price		24. Amount	
25. Accounting And Appropriation Data ACRN: AA 21 12035000016N6N40P5310623185 S19130 W13G07				26. Total Award Amount (For Govt. Use Only) \$56,582.00			
<input type="checkbox"/> 27a. Solicitation Incorporates By Reference FAR 52.212-1, 52.212-4. FAR 52.212-3 And 52.212-5 Are Attached.				<input type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.			
<input checked="" type="checkbox"/> 27b. Contract/Purchase Order Incorporates By Reference FAR 52.212-4. FAR 52.212-5 Is Attached. Addenda				<input checked="" type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.			
28. Contractor Is Required To Sign This Document And Return _____ Copies				29. Award Of Contract: Reference _____ Offer			
<input type="checkbox"/> To Issuing Office. Contractor Agrees To Furnish And Deliver All Items Set Forth Or Otherwise Identified Above And On Any Additional Sheets Subject To The Terms And Conditions Specified Herein.				<input type="checkbox"/> Dated _____ . Your Offer On Solicitation (Block 5) Including Any Additions Or Changes Which Are Set Forth Herein Is Accepted As To Items:			
30a. Signature Of Offeror/Contractor				31a. United States Of America (Signature Of Contracting Officer)			
30b. Name And Title Of Signer (Type Or Print)		30c. Date Signed		31b. Name Of Contracting Officer (Type Or Print) JOYCE L KLEIN /SIGNED/ KLEINJ@RIA.ARMY.MIL (309)782-5051		31c. Date Signed	
32a. Quantity In Column 21 Has Been				33. Ship Number		34. Voucher Number	
<input type="checkbox"/> Received <input type="checkbox"/> Inspected <input type="checkbox"/> Accepted And Conforms To The Contract Except As Noted				<input type="checkbox"/> Partial <input type="checkbox"/> Final		35. Amount Verified Correct For	
32b. Signature Of Authorized Government Representative		32c. Date		36. Payment		37. Check Number	
				<input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final			
				38. S/R Account Number		39. S/R Voucher Number	
				40. Paid By			
41a. I Certify This Account Is Correct And Proper For Payment				42a. Received By (Print)			
41b. Signature And Title Of Certifying Officer		41c. Date		42b. Received At (Location)			
				42c. Date Recd (YYMMDD)		42d. Total Containers	

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Name of Offeror or Contractor: GLOBAL INTERMODAL SYSTEMS

SUPPLEMENTAL INFORMATION

THIS PURCHASE ORDER DOCUMENT IS TO FORMALIZE LETTER AWARD DATED OCTOBER 12, 2001 (ATTACHMENT 02) FOR SERVICES TO TRANSPORT 38 EACH 20' STORAGE CONTAINERS FROM PINE BLUFF ARSENAL, PINE BLUFF, AR TO GLOBAL INTERMODAL SYSTEMS FACILITY IN MEMPHIS, TN, SWEEP BLAST AND CARC PAINT THE CONTAINERS, AND RETURN THE CONTAINERS TO PINE BLUFF ARSENAL IN ACCORDANCE WITH THE ATTACHED SCOPE OF WORK (ATTACHMENT 01).

THIS PURCHASE ORDER IS ISSUED FOR THESE SERVICES AT A FIRM FIXED PRICE OF \$1,489.00 PER CONTAINER, FOR A TOTAL OF \$56,582.00.

THE 38 CONTAINERS ARE LOCATED AT CDR, PINE BLUFF ARSENAL, ATTN: SIOPB-MMS, 10020 KABRICH CIRCLE, PINE BLUFF, AR 71602-9500. THE POINT OF CONTACT IS MR. DAVID HUDMAN, (870) 540-3657.

POINT OF CONTACT AT GLOBAL INTERMODAL SYSTEMS, 1684 FLORIDA STREET, MEMPHIS, TN 38109 IS MR. JEFF DEPRIEST, (091) 942-4835. INSPECTION AND ACCEPTANCE SHALL BE IN ACCORDANCE WITH THE STATEMENT OF WORK, AND PERFORMED AT SOURCE AT THE MEMPHIS FACILITY. DELIVERY OF PAINTED CONTAINERS IS FOB DESTINATION TO PINE BLUFF ARSENAL AS IDENTIFIED IN SECTION B.

*** END OF NARRATIVE A 001 ***

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CONTRACT ADMINISTRATION DATA

LINE	PRON/	OBLG				JOB				
<u>ITEM</u>	<u>AMS CD</u>	<u>ACRN</u>	<u>STAT</u>	<u>ACCOUNTING CLASSIFICATION</u>		<u>ORDER</u>	<u>ACCOUNTING</u>		<u>OBLIGATED</u>	
						<u>NUMBER</u>	<u>STATION</u>		<u>AMOUNT</u>	
0001AA	W11CAC10SB	AA	2	21	12035000016N6N40P5310623185	S19130	1LPC10	W13G07	\$	56,582.00
	531062251145310									
								TOTAL	\$	56,582.00

<u>SERVICE</u>						<u>ACCOUNTING</u>		<u>OBLIGATED</u>		
<u>NAME</u>	<u>TOTAL BY ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>				<u>STATION</u>		<u>AMOUNT</u>		
Army	AA	21	12035000016N6N40P5310623185	S19130		W13G07	\$	56,582.00		
								TOTAL	\$	56,582.00

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SPECIAL CONTRACT REQUIREMENTS

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

Regulatory Cite	Title	Date
1	52.246-4500 MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250) TACOM-RI	NOV/2001

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

(b) Two copies of the DD Form 250 are required to be submitted to the Purchasing Office. To satisfy this submission requirement electronically, the completed documents may be transmitted via electronic mail, or data fax. The electronic mail addresses for submission are dowellm@ria.army.mil and AMSTA-LC-CTRL@ria.army.mil. The data fax numbers for submission are (309) 782-1218, ATTN: Myrna Dowell and (309) 782-8054 (ATTN: Louise Kalal).

(End of Clause)

(HS6510)

CONTRACT CLAUSES

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

2	52.212-4 CONTRACT TERMS AND CONDITIONS- COMMERCIAL ITEMS	FEB/2002
3	52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS	DEC/2001

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

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

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

____(1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

____(2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).

____(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999)(if the offeror elects to waive the preference, it shall so indicate in its offer).

____(4)(i.) 52.219-5, Very Small Business Set-Aside (pub.L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

____(ii.) Alternate I to 52.219-5.

____(iii.) Alternate II to 52.219-5.

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- (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637(d)(2) and (3));
- (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4));
- (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).
- (8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub.L. 103-355, section 7102, and 10 U.S.C. 2323)(if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii) Alternate I of 52.219-23
- (9) 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (Pub. L. 103-355,section 7102, and 10 U.S.C.2323).
- (10) 52,219-26, Small Disadvantaged Business Participation Program - Incentive Subcontracting (Pub.L.103-355, section 7102, and 10 U.S.C.2323).
- (11) 52.222-21, Prohibition of Segregated Facilities (Feb 99).
- (12) 52.222-26, Equal Opportunity (E.O. 11246).
- (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- (14) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).
- (15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38.U.S.C. 4212).
- (16) 52.222-19, Child Labor - Cooperation with Authorities and Remedies (E.O. 13126).
- (17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).
- (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- (18) 52.225-1, Buy American Act - Balance of Payments Program - Supplies (41 U.S.C. 10a-10d).
- (19)(i) 52.225-3, Buy American Act - North American Free Trade Agreement - Israeli Trade Act - Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note 19 U.S.C.2112 note).
- (ii) Alternate I of 52.225-3.
- (iii) Alternate II of 52.225-3.
- (20) 52.225-5, Trade Agreements (19 U.S.C. 2501. et seq., 19 U.S.C. 3301 note.)
- (21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 13059, 13067, 13121, and 13129).
- (22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).
- (23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).
- (24) 52.232-33, Payment by Electronic Funds Transfer - Central Contractor Registration (31 U.S.C. 3332).
- (25) 52.232-34, Payment by Electronic Funds - Other than Central Contractor Registration (31 U.S.C. 3332).
- (26) 52.232-36, Payment by Third Party (31 U.S.C.3332).
- (27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a)
- (28)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).
- (ii) Alternate I of 52.247-64.

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

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

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

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

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

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

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

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

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

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

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

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

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era Veterans (38 U.S.C. 2012(a));

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

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

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

(End of clause)

(IF6260)

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LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Attachment 001	SCOPE OF WORK		1PG	
Attachment 002	LETTER AWARD	12-OCT-2001	1PG	