

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-0319		3. Award/Effective Date 2002MAY03		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 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 SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO SCHEDULED DELIVERY DATE FOR ITEM REQUIRED UNDER THIS REQUISITION.		Code Y00000		16. Administered By DCMA SANTA ANA 34 CIVIC CENTER PLAZA ROOM 813A SANTA ANA CA 92701		Code S0513A	
Telephone No.				17. Contractor/Offeror WESTINGHOUSE AIR BRAKE TECH CORP WABTEC CORPORATION 452 EAST HILL ROAD WILLITS CA 95490		18a. Payment Will Be Made By DFAS COLUMBUS CENTER WEST ENTITLEMENT OPERATIONS PO BOX 182381 COLUMBUS OH 43218-2381	
						Code HQ0339	
<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)					
25. Accounting And Appropriation Data ACRN: AA 21 12035000016N6N40P5310623185 S19130 W13G07				26. Total Award Amount (For Govt. Use Only) \$86,412.00			
<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 <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.				29. Award Of Contract: Reference _____ Offer <input type="checkbox"/> Dated _____. Your Offer On Solicitation (Block 5) Including Any Additions Or Changes Which Are Set Forth Herein Is Accepted As To Items:			
30a. Signature Of Offeror/Contractor				31a. United States Of America (Signature Of Contracting Officer)			
30b. Name And Title Of Signer (Type Or Print)		30c. Date Signed		31b. Name Of Contracting Officer (Type Or Print) JOYCE L KLEIN /SIGNED/ KLEINJ@RIA.ARMY.MIL (309)782-5051		31c. Date Signed	
32a. Quantity In Column 21 Has Been <input type="checkbox"/> Received <input type="checkbox"/> Inspected <input type="checkbox"/> Accepted And Conforms To The Contract Except As Noted				33. Ship Number		34. Voucher Number	
32b. Signature Of Authorized Government Representative				<input type="checkbox"/> Partial <input type="checkbox"/> Final		35. Amount Verified Correct For	
				36. Payment <input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final			
32c. Date				37. Check Number		38. S/R Account Number	
41a. I Certify This Account Is Correct And Proper For Payment				39. S/R Voucher Number		40. Paid By	
				42a. Received By (Print)			
41b. Signature And Title Of Certifying Officer				42b. Received At (Location)			
41c. Date				42c. Date Recd (YYMMDD)		42d. Total Containers	

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-02-P-0319 MOD/AMD	Page 2 of 8
Name of Offeror or Contractor: WESTINGHOUSE AIR BRAKE TECH CORP		

SUPPLEMENTAL INFORMATION

THIS AWARD IS A FIRM-FIXED PRICE COMMERCIAL PURCHASE ORDER FOR 114 EACH MICROPHOR MODEL LF-320 AIR ASSISTED COMMODES, PART NUMBER 93968 IN ACCORDANCE WITH THE ATTACHED STATEMENT OF WORK (ATTACHMENT 001).

*** END OF NARRATIVE A 001 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAE20-02-P-0319 MOD/AMD

Page 3 of 8

Name of Offeror or Contractor: WESTINGHOUSE AIR BRAKE TECH CORP

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																	
0001	SUPPLIES OR SERVICES AND PRICES/COSTS <u>Supplies or Services and Prices/Costs</u>																																					
0001AA	<u>PRODUCTION QUANTITY</u> NSN: 0000-00-000-0000 NOUN: COMMODES F/CP DEPMEDS LATRINE FSCM: 00000 PART NR: 93968 SECURITY CLASS: Unclassified PRON: W11C0C14SB PRON AMD: 01 ACRN: AA AMS CD: 53106232115 CUSTOMER ORDER NO: MIPR1ES6R01437 <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: BEST COMMERCIAL PRACTICE LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination <u>Deliveries or Performance</u> DOC SUPPL <table border="0"> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>001</td> <td>W58HZ121136B01</td> <td>Y00000</td> <td>M</td> <td></td> <td>1</td> </tr> <tr> <td></td> <td><u>PROJ CD</u></td> <td><u>BRK</u></td> <td><u>BLK</u></td> <td><u>PT</u></td> <td></td> </tr> <tr> <td></td> <td>IWI</td> <td></td> <td></td> <td></td> <td></td> </tr> </table> <table border="0"> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> </tr> <tr> <td>001</td> <td>50</td> <td>14-JUN-2002</td> </tr> <tr> <td>002</td> <td>64</td> <td>15-JUL-2002</td> </tr> </table> FOB POINT: Destination SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO SCHEDULED DELIVERY DATE FOR ITEM REQUIRED UNDER THIS REQUISITION. <u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE20-02-P-0319/0000 SHIP TO SFA - FREDERICK MANUFACTURING DIVISION ATTN: STEVE BROWN/JIM FIGNER 20 SOUTH WISNER STREET FREDERICK, MD 71701 MARK FOR: DEPMED (End of narrative F001)	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	W58HZ121136B01	Y00000	M		1		<u>PROJ CD</u>	<u>BRK</u>	<u>BLK</u>	<u>PT</u>			IWI					<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>	001	50	14-JUN-2002	002	64	15-JUL-2002	114	EA	\$ 758.00000	\$ 86,412.00
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>																																	
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CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN DAAE20-02-P-0319

MOD/AMD

Name of Offeror or Contractor: WESTINGHOUSE AIR BRAKE TECH CORP

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	W11C0C14SB	AA	2	21	12035000016N6N40P5310623185	S19130	1LPC14	W13G07	\$ 86,412.00
	53106232115								
							TOTAL	\$	86,412.00

<u>SERVICE</u>	<u>TOTAL BY ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>	<u>ACCOUNTING</u>	<u>OBLIGATED</u>
<u>NAME</u>			<u>STATION</u>	<u>AMOUNT</u>
Army	AA	21 12035000016N6N40P5310623185 S19130	W13G07	\$ 86,412.00
			TOTAL	\$ 86,412.00

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 5 of 8
	PIIN/SIIN DAAE20-02-P-0319	MOD/AMD

Name of Offeror or Contractor: WESTINGHOUSE AIR BRAKE TECH CORP

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 address for submission is dowellm@ria.army.mil. The data fax number for submission is (309) 782-1218, ATTN: MYRNA DOWELL.

(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.

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

Page 6 of 8

PIIN/SIIN DAAE20-02-P-0319

MOD/AMD

Name of Offeror or Contractor: WESTINGHOUSE AIR BRAKE TECH CORP

- (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, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).
- (14) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).
- (15) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).
- (16) 52.222-19, Child Labor - Cooperation with Authorities and Remedies (E.O. 13126).
- (17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).
- (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- (18) 52.225-1, Buy American Act - 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

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

Page 7 of 8

PIIN/SIIN DAAE20-02-P-0319

MOD/AMD

Name of Offeror or Contractor: WESTINGHOUSE AIR BRAKE TECH CORP

Contracting Officer has indicated as being incorporated into this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

(IF6260)

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 8 of 8

PIIN/SIIN DAAE20-02-P-0319

MOD/AMD

Name of Offeror or Contractor: WESTINGHOUSE AIR BRAKE TECH CORP

LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Attachment 001	STATEMENT OF WORK		1PG	