

ORDER FOR SUPPLIES OR SERVICES

1. Contract/Purch Order/Agreement No. DAAE20-02-P-0343	2. Delivery Order/Call No.	3. Date Of Order/Call (YYYYMMDD) 2002MAY20	4. Requisition/Purch Request No. SEE SCHEDULE	5. Priority DOA5
--	-----------------------------------	--	---	----------------------------

6. Issued By TACOM-ROCK ISLAND AMSTA-AQ-ARC-C DOUG DAVIS (309)782-3823 ROCK ISLAND IL 61299-7630 EMAIL: DAVIDS@RIA.ARMY.MIL	Code	W52H09	7. Administered By (If other than 6) DCMA DALLAS 1200 MAIN STREET DALLAS TX 75202-4399	Code	S4402A	8. Delivery FOB <input checked="" type="checkbox"/> Destination <input type="checkbox"/> Other (See Schedule if other)
---	-------------	--------	--	-------------	--------	--

9. Contractor Name and Address DANILUK CORPORATION 8200 SW 29TH STREET OKLAHOMA CITY OK 73179 TYPE BUSINESS: Other Small Business Performing in U.S.	Code	0W633	Facility		10. Deliver To FOB Point By (Date) (YYYYMMDD) SEE SCHEDULE	11. X If Business Is <input checked="" type="checkbox"/> Small <input type="checkbox"/> Small Disadvantaged <input type="checkbox"/> Woman-Owned
				12. Discount Terms		
				13. Mail Invoices To the Address in Block	See Block 15	

14. Ship To SEE SCHEDULE	Code		15. Payment Will Be Made By DFAS COLUMBUS CENTER WEST ENTITLEMENT OPERATIONS PO BOX 182381 COLUMBUS OH 43218-2381	Code	HQ0339	Mark all Packages and Papers with Identification Numbers in Blocks 1 and 2
------------------------------------	-------------	--	--	-------------	--------	---

16. Type of Order	Delivery/Call	This delivery order is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.
	Purchase	Reference your <input type="checkbox"/> Oral; <input type="checkbox"/> Written Quotation DAAE2002T0191, Dated _____, furnish the following on terms specified herein.
		Acceptance. The Contractor Hereby Accepts The Offer Represented By The Numbered Purchase Order As It May Previously Have Been Or Is Now Modified, Subject To All Of The Terms And Conditions Set Forth, And Agrees To Perform The Same.

Name Of Contractor	Signature	Typed Name And Title	Date Signed (YYYYMMDD)
--------------------	-----------	----------------------	------------------------

If this box is marked, supplier must sign Acceptance and return the following number of copies:

17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE SEE SCHEDULE					
18. Item No.	19. Schedule Of Supplies/Service SEE SCHEDULE CONTRACT TYPE: Firm-Fixed-Price	20. Quantity Ordered/ Accepted*	21. Unit	22. Unit Price	23. Amount
	KIND OF CONTRACT: Supply Contracts and Priced Orders				

* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.	24. United States Of America By: MARGARET C TUFTEE /SIGNED/ TUFTEEM@RIA.ARMY.MIL (309)782-7163	25. Total	\$21,500.00
	Contracting/Ordering Officer	29. Differences	

26. Quantity In Column 20 Has Been <input type="checkbox"/> Inspected <input type="checkbox"/> Received <input type="checkbox"/> Accepted And Conforms To Contract Except As Noted Date _____ Signature Of Authorized Govt Representative _____	27. Ship. No.	28. D.O. Voucher No.	30. Initials	33. Amount Verified Correct For
36. I certify this account is correct and proper for payment Date _____ Signature And Title Of Certifying Officer _____	<input type="checkbox"/> Partial <input type="checkbox"/> Final	32. Paid By		34. Check Number
	<input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final			35. Bill Of Lading No.

37. Received At	38. Received By	39. Date Received	40. Total Containers	41. S/R Account Number	42. S/R Voucher No.
-----------------	-----------------	-------------------	----------------------	------------------------	---------------------

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-02-P-0343	Page 2 of 20 MOD/AMD
---------------------------	--	--------------------------------

Name of Offeror or Contractor: DANILUK CORPORATION

SUPPLEMENTAL INFORMATION

*** END OF NARRATIVE A 001 ***

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

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
------------------------	--------------	-------------

1	HQ, DA NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES	JUL/1993
---	---	----------

(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)

2	52.201-4501 NOTICE ABOUT TACOM-RI OMBUDSMAN TACOM-RI	APR/2002
---	---	----------

a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.

b. If you think that this solicitation:

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

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

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

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

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

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

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

Name of Offeror or Contractor: DANILUK CORPORATION

(End of clause)

(AS7006)

3	52.210-4516 TACOM-RI	COMMERCIAL EQUIVALENT ITEM(S)	JUN/1998
---	-------------------------	-------------------------------	----------

THE GOVERNMENT HAS A PREFERENCE TO SATISFY ITS NEEDS THROUGH THE ACQUISITION OF COMMERCIAL ITEMS. IF YOU KNOW OF ANY COMMERCIAL EQUIVALENT ITEM(S) FOR THOSE LISTED IN THIS SOLICITATION, PLEASE CONTACT THE CONTRACTING OFFICE. INFORMATION PROVIDED WILL BE CONSIDERED FOR FUTURE PROCUREMENTS.

(END OF CLAUSE)

(AS7003)

4	52.211-4506 TACOM-RI	INSTRUCTIONS REGARDING SUBSTITUTIONS FOR MILITARY AND FEDERAL SPECIFICATIONS AND STANDARDS	DEC/1997
---	-------------------------	--	----------

(a) Section I of this document contains DFARS clause 252.211-7005, Substitutions for Military Specifications and Standards, which allows bidders/quoters/offerors to propose Management Council approved Single Process Initiatives (SPIs) in their bids/quotes/offers, in lieu of military or Federal specifications and standards cited in this solicitation.

(b) An offeror proposing to use an SPI process under this solicitation shall identify the following for each proposed SPI as required by DFARS 252.211-7005 contained in Section I:

SPI	MILITARY/FEDERAL SPEC/STANDARD	LOCATION OF REQUIREMENT	FACILITY	ACO
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

(c) An offeror proposing to use an SPI process under this solicitation shall also provide a copy of the Department of Defense acceptance for each SPI process proposed.

(d) In the event an offeror does not identify any SPI in paragraph (b) above, the Government shall conclude that the bidder/quoter/offeror submits its bid/quote/proposal in accordance with the requirements of this solicitation.

(e) The price that is provided by the offeror in the Schedule in Section B will be considered as follows:

(1) If an SPI is identified in paragraph (b) above, the Government will presume that the price is predicated on the use of the proposed SPI.

(2) If there is no SPI identified in paragraph (b) above, the Government will presume the price is predicated on the requirements as stated in the solicitation.

(f) Bidders/quoters/offerors are cautioned that there is always the possibility that the Government could make a determination at the Head of the Contracting (HCA)/Program Executive Officer (PEO) level that the proposed SPI is not acceptable for this procurement. If such a determination is made, and the bid/quote/offer only identifies a price predicated on use of proposed SPI, the bid/quote/offer will be determined nonresponsive. Bidders/quoters/offerors who propose SPI processes are encouraged to provide a price below to reflect their price for the item manufactured in accordance with the requirements as stated in this solicitation to preclude possibly being determined nonresponsive:

CLIN _____	PRICE \$ _____

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 4 of 20
	PIIN/SIIN DAAE20-02-P-0343 MOD/AMD	
Name of Offeror or Contractor: DANILUK CORPORATION		

(End of clause)

(AS7008)

5 52.215-4503 NOTICE TO OFFERORS - ELECTRONIC BID/OFFER RESPONSE REQUIRED FEB/2002
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/>).

2. In response to this mandates, TACOM-RI has established the capability to receive bids, proposals, and quotes electronically. A hotlink from the TACOM-RI Solicitation Page has been activated to fully automate the response process (see <http://aais.ria.army.mil/aais/SOLINFO/index.htm>).

3. IMPORTANT: Bids/proposals/quotes in response to this solicitation are REQUIRED to be submitted in electronic format. Hard copy bids/offers/quotes WILL NOT BE ACCEPTED.

4. Your attention is drawn to the following clauses in Section L of this solicitation for instructions and additional information:

LS7011, Electronic Bids/Offers - TACOM-RI
(TACOM-RI 52.215-4510)

LS7013, Electronic Award Notice - TACOM-RI
(TACOM-RI 52.215-4511)

(End of clause)

(AS7004)

6 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 protests to the contracting officer) to:

HQ Army Materiel Command
Office of Command Counsel
ATTN: AMCCC-PL
5001 Eisenhower Avenue
Alexandria, VA 22333-0001

Facsimile number (703) 617-4999/5680
Voice Number (703) 617-8176

The AMC-level protest procedures are found at:

<http://www.amc.army.mil/amc/cc/protest.html>

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(END OF CLAUSE)

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 5 of 20****PIIN/SIIN** DAAE20-02-P-0343**MOD/AMD****Name of Offeror or Contractor:** DANILUK CORPORATION

(AS7010)

7 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) 782-6591.

(END OF CLAUSE)

(AS7502)

*** END OF NARRATIVE A 002 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAE20-02-P-0343 MOD/AMD

Name of Offeror or Contractor: DANILUK CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SUPPLIES OR SERVICES AND PRICES/COSTS				
0003	<u>Supplies or Services and Prices/Costs</u>				
0003AA	<p><u>DATA ITEM</u></p> <p>1</p> <p>LO</p> <p>\$ <u> ** NSP **</u></p> <p>\$ <u> ** NSP **</u></p> <p>NOUN: COVERS SECURITY CLASS: Unclassified CLIN CONTRACT TYPE: Firm-Fixed-Price PRON: S62KSG10SB PRON AMD: 02 ACRN: 9 AMS CD: 42212300000</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W41G26 3 <u>DEL REL CD QUANTITY DEL DATE</u> 001 1 28-JUN-2002</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W41G26) SR CONSOL PROP OFF BLDG 23330 DEXTER GATE PINE BLUFF AR 71601-9500</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE20-02-P-0343/0000</p>	1	LO	\$ <u> ** NSP **</u>	\$ <u> ** NSP **</u>
0003AB	<p><u>PRODUCTION QUANTITY</u></p> <p>200</p> <p>EA</p> <p>\$ <u> 52.35000</u></p> <p>\$ <u> 10,470.00</u></p> <p>NSN: 0000-00-000-0000 NOUN: 200 COVERS FSCM: 00000 PART NR: M525007 SECURITY CLASS: Unclassified CLIN CONTRACT TYPE: Firm-Fixed-Price PRON: S62KSG10SB PRON AMD: 02 ACRN: AA AMS CD: 42212300000</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W58HZ12073D003 W41G26 J 2 <u>DEL REL CD QUANTITY DEL DATE</u></p>	200	EA	\$ <u> 52.35000</u>	\$ <u> 10,470.00</u>

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAE20-02-P-0343 MOD/AMD

Name of Offeror or Contractor: DANILUK CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	001 200 28-SEP-2002 FOB POINT: Destination SHIP TO: <u>PARCEL POST ADDRESS</u> (W41G26) SR CONSOL PROP OFF BLDG 23330 DEXTER GATE PINE BLUFF AR 71601-9500 <u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE20-02-P-0343/0000				
0004	<u>Supplies or Services and Prices/Costs</u>				
0004AA	<u>FIRST ARTICLE TEST</u> NOUN: FLANGES SECURITY CLASS: Unclassified CLIN CONTRACT TYPE: Firm-Fixed-Price PRON: S62KSSG9SB PRON AMD: 02 ACRN: 9 AMS CD: 42212300000 <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 W41G26 3 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 1 28-JUN-2002 FOB POINT: Destination SHIP TO: <u>PARCEL POST ADDRESS</u> (W41G26) SR CONSOL PROP OFF BLDG 23330 DEXTER GATE PINE BLUFF AR 71601-9500 <u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE20-02-P-0343/0000	1	LO	\$ ** NSP **	\$ ** NSP **
0004AB	<u>PRODUCTION QUANTITY</u> NSN: 0000-00-000-0000 NOUN: 200 FLANGES FSCM: 00000 PART NR: M525005 SECURITY CLASS: Unclassified CLIN CONTRACT TYPE:	200	EA	\$ 55.15000	\$ 11,030.00

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAE20-02-P-0343 MOD/AMD

Name of Offeror or Contractor: DANILUK CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>Firm-Fixed-Price PRON: S62KSSG9SB PRON AMD: 02 ACRN: AA AMS CD: 42212300000</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W58HZ12073D002 W41G26 J 2 <u>DEL REL CD QUANTITY DEL DATE</u> 001 200 28-SEP-2002</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W41G26) SR CONSOL PROP OFF BLDG 23330 DEXTER GATE PINE BLUFF AR 71601-9500</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE20-02-P-0343/0000</p>				

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 9 of 20****PIIN/SIIN** DAAE20-02-P-0343**MOD/AMD****Name of Offeror or Contractor:** DANILUK CORPORATION

MARK SHIPMENT FOR:

5X25 Multiple Round Container Project
ATTN: Norman Kidd (ext. 4085)
PBA Shipping and Receiving, Bldg 23-330
Pine Bluff, Arkansas 71602

*** END OF NARRATIVE B 001 ***

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 10 of 20

PIIN/SIIN DAAE20-02-P-0343

MOD/AMD

Name of Offeror or Contractor: DANILUK CORPORATION

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

*** END OF NARRATIVE C 001 ***

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

8	52.210-4501	DRAWINGS/SPECIFICATION	MAR/1988
	TACOM-RI		

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:

<u>COVER</u>	<u>FLANGE</u>
M525007	M525005
SN_M525_2002	SN_M525_2002
Inspection Sheet	Inspection Sheet

(CS6100)

PACKAGING AND MARKING
PACKAGNG REQUIREMENTS

The packaging for the items identified shall be in accordance with the following requirements:

1. Each item shall be free of dirt and other contaminants that would contribute to the deterioration of the item or would require cleaning prior to use. Coatings and preservatives that are applied to the item for protection are not considered contaminants.
2. Each item shall be provided cushioning by wrapping, compartmenting or other means to mitigate shock and vibration to prevent damage during handling and shipment.
3. Each shipping container shall be designed and constructed so that it will contain the contents with no damage to the items during shipment and storage. The outermost component of a unit package shall be a container such as a sealed bag, carton, box, crate, pallet, or pallet crate.
4. Shipping containers (including any necessary blocking, bracing, cushioning, and 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 and storage under favorable conditions.

*** END OF NARRATIVE D 001 ***

INSPECTION AND ACCEPTANCE

THE CONTRACTOR IS REQUIRED TO:

- (a) INSPECT EACH ITEM, INCLUDING THE THREE (3) FIRST ARTICLES ITEMS, AND THE TWO-HUNDRED (200) PRODUCTION ITEMS
- (b) SERIALIZE EACH PRODUCTION ITEM ONLY (200 EACH) IN ACCORANCE WITH DRAWING SN_M525_2002
- (c) COMPLETE AND SUBMIT AN INSPECTION SHEET (ATTACHMENT 7) FOR EACH ITEM INCLUDING THE THREE (3) FIRST ARTICLE ITEMS AND THE TWO-HUNDRED (200) PRODUCTION ITEMS TO:

ATTN: 5X25 MRC PROGRAM
AMSSB-RSO-SDM

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 11 of 20
	PIIN/SIIN DAAE20-02-P-0343	MOD/AMD

Name of Offeror or Contractor: DANILUK CORPORATION

BLDG. 62, ATTN: MR. NINO BONAVIDO
ROCK ISLAND ARSENAL
ROCK ISLAND, IL 61299

*** END OF NARRATIVE E 001 ***

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.

(EA7001)

9	52.209-4512	FIRST ARTICLE TEST (CONTRACTOR TESTING)	MAR/2001
	TACOM-RI		

a. The first article shall consist of:

1. 3 flanges PN: M525005
2. 3 covers PN: M525007

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

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

Page 12 of 20

PIIN/SIIN DAAE20-02-P-0343

MOD/AMD

Name of Offeror or Contractor: DANILUK CORPORATION

submitted through the Administrative Contracting Officer to the Contracting Officer with a copy furnished to Mr. Nino Bonavito, AMSSB-RSO-SDM, Bldg. 62, 1st Fl., Rock Island Arsenal, Rock Island, IL 61299.

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)

(ES6016)

FIRST ARTICLE TEST WILL CONSIST OF DIMENSIONAL AND SURFACE PROFILE TESTS CONDUCTED BY THE GOVERNMENT AT THE CONTRACTORS FACILITY. TESTING AND WRITTEN NOTIFICATION OF FIRST ARTICLE TEST RESULTS WILL BE COMPLETED WITHIN 30 DAYS OF WRITTEN NOTIFICATION OF FIRST ARTICLE COMPLETION.

*** END OF NARRATIVE E 002 ***

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)

10	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
11	52.247-34	F.O.B. DESTINATION	NOV/1991
12	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999
13	52.247-4531 TACOM-RI	COGNIZANT TRANSPORTATION OFFICER	MAY/1993

(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 DCMAO.

(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

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 13 of 20

PIIN/SIIN DAAE20-02-P-0343

MOD/AMD

Name of Offeror or Contractor: DANILUK CORPORATION

of contact.

(End of Clause)

(FS7240)

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 14 of 20

PIIN/SIIN DAAE20-02-P-0343

MOD/AMD

Name of Offeror or Contractor: DANILUK CORPORATION

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>
0003AB	S62KSG10SB	AA	2	21	22020000026N6N40P4221232512	S19130	26KSSG	W13G07	\$	10,470.00
	42212300000									
0004AB	S62KSSG9SB	AA	2	21	22020000026N6N40P4221232512	S19130	26KSSG	W13G07	\$	11,030.00
	42212300000									
								TOTAL	\$	21,500.00

SERVICE							ACCOUNTING			OBLIGATED
<u>NAME</u>	<u>TOTAL BY ACRN</u>		<u>ACCOUNTING CLASSIFICATION</u>				<u>STATION</u>			<u>AMOUNT</u>
Army	AA	21	22020000026N6N40P4221232512	S19130		W13G07	\$			21,500.00
							TOTAL	\$		21,500.00

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

Page 16 of 20

PIIN/SIIN DAAE20-02-P-0343

MOD/AMD

Name of Offeror or Contractor: DANILUK CORPORATION

(End of Clause)

(HS7600)

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)

16		*** THIS REFERENCE (IF0492) IS NO LONGER VALID ***	
17		*** THIS REFERENCE (IF0493) IS NO LONGER VALID ***	
18	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
19	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUL/1996
20	52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	DEC/2001
21	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
22	52.222-26	EQUAL OPPORTUNITY	APR/2002
23	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
24	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	MAY/1999
25	52.243-1	CHANGES - FIXED PRICE	AUG/1987
26	52.249-1	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)(SHORT FORM)	APR/1984
27	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
28	252.204-7004 DFARS	REQUIRED CENTRAL CONTRACTOR REGISTRATION	NOV/2001
29	252.225-7001 DFARS	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	MAR/1998
30	252.225-7002 DFARS	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/1991
31	252.225-7009 DFARS	DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	AUG/2000
32	252.225-7036 DFARS	BUY AMERICAN ACT - NORTH AMERICAN FREE TRADE AGREEMENT IMPLEMENTATION	SEP/1999
33	252.231-7000 DFARS	ACT - BALANCE OF PAYMENTS PROGRAM - ALTERNATE I SUPPLEMENTAL COST PRINCIPLES	DEC/1991
34	252.242-7000 DFARS	POSTAWARD CONFERENCE	DEC/1991
35	252.243-7001 DFARS	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
36	252.246-7000 DFARS	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
37	52.213-4	TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS)	MAY/2002

Paragraph (b)(1)(x) is deleted from this clause.

Information to be inserted in Paragraph (c):

<http://www.arnet.gov/far/>

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-02-P-0343 MOD/AMD	Page 17 of 20
Name of Offeror or Contractor: DANILUK CORPORATION		

or
www.acq.osd.mil/dp/dars

(IF8001)

38 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)

39 52.245-9 USE AND CHARGES (DEVIATION) APR/1984
(a) Definitions.
As used this clause -

Acquisition cost means the acquisition cost recorded in the Contractor's property control system or, in the absence of such record, the value attributed by the Government to a government property item for purposes of determining a reasonable rental charge.

Government property means property owned or leased by the Government.

Real property means land and rights in land, ground improvements, utility distribution systems, and buildings and other structures. It does not include foundations and other work necessary for installing special tooling, special test equipment, or equipment.

Rental period means the calendar period during which government property is made available for commercial purposes.

Rental time means the number of hours, to the nearest whole hour, rented property is actually used for commercial purposes. It includes time to set up the property for such purposes, perform required maintenance, and restore the property to its condition prior to rental (less normal wear and tear).

(b) General.

(1) Rental requests must be submitted to the administrative Contracting Officer, identify the property for which rental is requested, propose a rental period, and calculate an estimated rental charge by using the Contractor's best estimate of rental times in the formulae described in paragraph (c) of this clause.

(2) The contractor shall not use government property for commercial purposes, including Independent research and Development, until a rental charge for real property, or estimated rental charge for other property, is agreed upon. Rented property shall be used only on a non-interference basis.

(c) Rental charge.

(1) Real property and associated fixtures.

(1) The Contractor shall obtain, at its expense, a property appraisal from an independent licensed, accredited, or certified appraiser that computes a monthly, daily, or hourly rental rate for comparable commercial property. The appraisal may be used to compute rentals under this clause throughout its effective period or, if an effective period is not stated in the appraisal, for one year following the date the appraisal was performed. The contractor shall submit the appraisal to the administrative Contracting Officer at least 30 days prior to the date the property is needed for commercial use. Except as provided in paragraph (c)(1)(iii) of this clause, the administrative contracting Officer shall use the appraisal rental rate to determine a reasonable rental charge.

(ii) Rental charges shall be determined by multiplying the rental time by the appraisal rental rate expressed as a rate per hour.

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 18 of 20
	PIIN/SIIN DAAE20-02-P-0343	MOD/AMD

Name of Offeror or Contractor: DANILUK CORPORATION

Monthly or daily appraisal rental rates shall be divided by 720 or 24, respectively, to determine an hourly rental rate.

(iii) When the administrative Contracting Officer has reason to believe the appraisal rental rate is not reasonable, he or she shall promptly notify the Contractor and provide his or her rationale. The parties may agree on an alternate means for computing a reasonable rental charge.

(2) Other government property. the Contractor may elect to calculate the final rental charge using the appraisal method described in paragraph (c)(1) of this clause subject to the constraints therein or the following formula in which rental time shall be expressed in increments of not less than one hour with portions of hours rounded to the next higher hour -

$$\text{Rental charge} = \frac{(\text{Rental Time in hours}) (.02 \text{ per hour}) (\text{Acquisition cost})}{720 \text{ hours per month}}$$

(3) Alternate methodology. The Contractor may request consideration of an alternate basis for computing the rental charge if it considers the monthly rental rate or a time-based rental unreasonable or impractical.

(d) Rental payments.

(1) Rent is due at the time and place specified by the Contracting Officer. If a time is not specified, the rental is due 60 days following completion of the rental period. The Contractor shall calculate the rental due, and furnish records or other supporting data in sufficient detail to permit the administrative Contracting Officer to verify the rental time and computation. Unless otherwise permitted by law, payment shall be made by check payable to the Treasurer of the United States and sent to the contract administration office identified in this contract or by electronic funds transfer to that office.

(2) Interest will be charged if payment is not made by the specified payment date or, in the absence of a specified date, the 61st day following completion of the rental period. Interest will accrue at the "Renegotiation Board Interest Rate" (published in the Federal Register semiannually on or about January 1st and July 1st) for the period in which the rent is due.

(3) The Government's acceptance of any rental payment under this clause, in whole or in part, shall not be construed as a waiver or relinquishment of any rights it may have against the Contractor stemming from the Contractor's unauthorized use of government property or any other failure to perform this contract according to its terms.

(e) Use revocation. At any time during the rental period, the Government may revoke commercial use authorization and require the Contractor, at the Contractor's expense, to return the property to the Government, restore the property to its pre-rental condition (less normal wear and tear), or both.

(f) Unauthorized use. The unauthorized use of government property can subject a person to fines, imprisonment, or both, under 18 U.S.C. 641.

(End of clause)

(IF7121)

40 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

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

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

(End of clause)

(IF7016)

41 252.211-7005 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 Agency, 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 Excel format at

CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN DAAE20-02-P-0343

MOD/AMD

Name of Offeror or Contractor: DANILUK CORPORATION

<http://www.dema.mil/onebook/0.0/0.2/reports/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;

(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)

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 20 of 20**

PIIN/SIIN DAAE20-02-P-0343

MOD/AMD

Name of Offeror or Contractor: DANILUK CORPORATION

LIST OF ATTACHMENTS

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	IOC Form 715-3	FEB 96	2 Pgs
Attachment 2A	AMCCOM Form 71-R	01OCT88	2 Pgs
Attachment 3A	Disclosure of Lobbying Activities (SF-LLL)		3 Pgs
Attachment 4A	Drawing M525005		1 Page
Attachment 5A	Drawing M525007		1 Page
Attachment 6A	Drawing SN_M525_2002		1 Page
Attachment 7A	Inspection Sheet		1 Page

(End of Clause)

(JS7001)