

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS				1. Requisition Number SEE SCHEDULE		Page 1 Of 16	
Offeror To Complete Block 12, 17, 23, 24, & 30							
2. Contract No. DAAE20-02-P-0373		3. Award/Effective Date 2002JUL15		4. Order Number		5. Solicitation Number	
7. For Solicitation Information Call:		A. Name DICK PERMANTIER		B. Telephone Number (No Collect Calls) (309)782-3430		6. Solicitation Issue Date	
9. Issued By TACOM-ROCK ISLAND AMSTA-LC-CTR-E ROCK ISLAND IL 61299-7630		Code W52H09		10. This Acquisition Is		11. Delivery For FOB Destination Unless Block Is Marked	
e-mail: PERMANTIERR@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 DOC9	
				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 BOSTON 495 SUMMER STREET BOSTON MA 02210-2138		Code S2206A	
Telephone No.							
17. Contractor/Offeror KAUFMAN COMPANY 110 2ND STREET CAMBRIDGE MA 02141-0003		Code 7L527 Facility		18a. Payment Will Be Made By DFAS COLUMBUS CENTER NORTH ENTITLEMENT OPERATIONS PO BOX 182266 COLUMBUS OH 43218-2266		Code HQ0337	
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 22035000026D6D02P51109126EB S11116 W52H09				26. Total Award Amount (For Govt. Use Only) \$113,630.61			
<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) HOWARD LEWIS /SIGNED/ LEWISH@RIA.ARMY.MIL (309)782-3506		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	

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 2 of 16**

PIIN/SIIN DAAE20-02-P-0373

MOD/AMD

Name of Offeror or Contractor: KAUFMAN COMPANY

SUPPLEMENTAL INFORMATION

1. AWARD IS MADE FOR 28 EA FOR EACH OF THE NINE TOOL ITEMS IDENTIFIED IN SECTION B OF THIS CONTRACT. TOTAL CONTRACT AMOUNT IS \$113,630.61.
2. THE CONTRACTOR'S QUOTE IS INCORPORATED INTO THIS CONTRACT AS ADDENDUM 001.
3. MANUFACTURERS WARRANTIES FOR THE PRODUCTS TO BE PROVIDED UNDER THIS CONTRACT (PROTO, MILWAUKEE, LEGACY, INGERSOLL, AND SEARS) ARE INCORPORATED INTO THIS CONTRACT AS ADDENDUM 002.
4. FOB IS DESTINATION.
5. EARLY DELIVERY IS AUTHORIZED IF AT NO ADDITIONAL COST TO THE GOVERNMENT.
6. ALL TERMS AND CONDITIONS OF THE COMBINED SYNOPSIS/SOLICITATION DAAE20-02-T-0275, INCLUDING AMENDMENTS 1, 2, AND 3, APPLY.

*** END OF NARRATIVE A 001 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAE20-02-P-0373 MOD/AMD

Name of Offeror or Contractor: KAUFMAN COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																														
0001	SUPPLIES OR SERVICES AND PRICES/COSTS <u>Supplies or Services and Prices/Costs</u> <u>PRODUCTION QUANTITY</u> NOUN: VARIOUS TOOLS SECURITY CLASS: Unclassified <u>Packaging and Marking</u>																																		
0001AA	<u>PRODUCTION QUANTITY</u> NSN: 0000-00-000-0000 NOUN: ADAPTER KIT, GREASE GUN COUPL SECURITY CLASS: Unclassified PRON: M12H2357M1 PRON AMD: 01 ACRN: AA AMS CD: 51109146017 <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination <u>Deliveries or Performance</u> DOC SUPPL <table border="0"> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>001</td> <td>W52H092156A302</td> <td>W52H1C</td> <td>J</td> <td></td> <td>1</td> </tr> <tr> <td></td> <td><u>PROJ CD</u></td> <td><u>BRK BLK PT</u></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td>CBR</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>28</td> <td>30-AUG-2002</td> </tr> </table> FOB POINT: Destination SHIP TO: <u>FREIGHT ADDRESS</u> (W52H1C) SR W0K8 USA MAC ROCK ISL ARSENAL BLDG 299 GILLESPIE AV AND BECK LANE ROCK ISLAND IL 61299-5000 <u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE20-02-P-0373/0000	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	W52H092156A302	W52H1C	J		1		<u>PROJ CD</u>	<u>BRK BLK PT</u>					CBR					<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>	001	28	30-AUG-2002	28	EA	\$ ** N/A **	\$ 2,848.72
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>																														
001	W52H092156A302	W52H1C	J		1																														
	<u>PROJ CD</u>	<u>BRK BLK PT</u>																																	
	CBR																																		
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>																																	
001	28	30-AUG-2002																																	
0001AB	<u>PRODUCTION QUANTITY</u> NSN: 0000-00-000-0000 NOUN: PUNCH & CHISEL SET SECURITY CLASS: Unclassified PRON: M12H2357M1 PRON AMD: 01 ACRN: AA AMS CD: 51109146017 <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination	28	EA	\$ ** N/A **	\$ 2,912.78																														

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAE20-02-P-0373 MOD/AMD

Name of Offeror or Contractor: KAUFMAN COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	<p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W52H092156A302 W52H1C J 1 <u>PROJ CD BRK BLK PT</u> CBR <u>DEL REL CD QUANTITY DEL DATE</u> 001 28 30-AUG-2002</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u> (W52H1C) SR W0K8 USA MAC ROCK ISL ARSENAL BLDG 299 GILLESPIE AV AND BECK LANE ROCK ISLAND IL 61299-5000</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE20-02-P-0373/0000</p> <p><u>PRODUCTION QUANTITY</u></p> <p>NSN: 0000-00-000-0000 NOUN: SOCKET SET 3/4 DRIVE SECURITY CLASS: Unclassified PRON: M12H2357M1 PRON AMD: 01 ACRN: AA AMS CD: 51109146017</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W52H092156A302 W52H1C J 1 <u>PROJ CD BRK BLK PT</u> CBR <u>DEL REL CD QUANTITY DEL DATE</u> 001 28 30-AUG-2002</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u> (W52H1C) SR W0K8 USA MAC ROCK ISL ARSENAL BLDG 299 GILLESPIE AV AND BECK LANE ROCK ISLAND IL 61299-5000</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE20-02-P-0373/0000</p>	28	EA	\$ ** N/A **	\$ 15,393.77
0001AD	<p><u>PRODUCTION QUANTITY</u></p>	28	EA	\$ ** N/A **	\$ 3,735.60

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAE20-02-P-0373 MOD/AMD

Name of Offeror or Contractor: KAUFMAN COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AE	<p>NSN: 0000-00-000-0000 NOUN: SOCKET SET 3/4 DRIVE IMPACT SECURITY CLASS: Unclassified PRON: M12H2357M1 PRON AMD: 01 ACRN: AA AMS CD: 51109146017</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W52H092156A302 W52H1C J 1 <u>PROJ CD BRK BLK PT</u> CBR <u>DEL REL CD QUANTITY DEL DATE</u> 001 28 30-AUG-2002</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u> (W52H1C) SR W0K8 USA MAC ROCK ISL ARSENAL BLDG 299 GILLESPIE AV AND BECK LANE ROCK ISLAND IL 61299-5000</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE20-02-P-0373/0000</p>	28	EA	\$ ** N/A **	\$ 21,406.08
	<p><u>PRODUCTION QUANTITY</u></p> <p>NSN: 0000-00-000-0000 NOUN: SOCKET SET 3/8&1/2 DR IMPACT SECURITY CLASS: Unclassified PRON: M12H2357M1 PRON AMD: 01 ACRN: AA AMS CD: 51109146017</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W52H092156A302 W52H1C J 1 <u>PROJ CD BRK BLK PT</u> CBR <u>DEL REL CD QUANTITY DEL DATE</u> 001 28 30-AUG-2002</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u> (W52H1C) SR W0K8 USA MAC ROCK ISL ARSENAL BLDG 299 GILLESPIE AV AND BECK LANE</p>				

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAE20-02-P-0373 MOD/AMD

Name of Offeror or Contractor: KAUFMAN COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AF	<p>ROCK ISLAND IL 61299-5000</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE20-02-P-0373/0000</p> <p><u>PRODUCTION QUANTITY</u></p> <p>NSN: 0000-00-000-0000 NOUN: SOCKET SET 3/8 DR STAND & MET SECURITY CLASS: Unclassified PRON: M12H2357M1 PRON AMD: 01 ACRN: AA AMS CD: 51109146017</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W52H092156A302 W52H1C J 1 <u>PROJ CD BRK BLK PT</u> CBR <u>DEL REL CD QUANTITY DEL DATE</u> 001 28 30-AUG-2002</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u> (W52H1C) SR W0K8 USA MAC ROCK ISL ARSENAL BLDG 299 GILLESPIE AV AND BECK LANE ROCK ISLAND IL 61299-5000</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE20-02-P-0373/0000</p>	28	EA	\$ ** N/A **	\$ 33,218.45
0001AG	<p><u>PRODUCTION QUANTITY</u></p> <p>NSN: 0000-00-000-0000 NOUN: WRENCH SET, COMBINATION STAN SECURITY CLASS: Unclassified PRON: M12H2357M1 PRON AMD: 01 ACRN: AA AMS CD: 51109146017</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W52H092156A302 W52H1C J 1</p>	28	EA	\$ ** N/A **	\$ 17,258.61

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 9 of 16****PIIN/SIIN** DAAE20-02-P-0373**MOD/AMD****Name of Offeror or Contractor:** KAUFMAN COMPANY

DELIVERIES OR PERFORMANCE

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.247-34	F.O.B. DESTINATION	NOV/1991
2	52.247-35	F.O.B. DESTINATION, WITHIN CONSIGNEE'S PREMISES	APR/1984

CONTINUATION SHEET

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PIIN/SIIN DAAE20-02-P-0373

MOD/AMD

Name of Offeror or Contractor: KAUFMAN COMPANY

CONTRACT ADMINISTRATION DATA

LINE	PRON/ ITEM	AMS CD	ACRN	STAT	OBLG	ACCOUNTING CLASSIFICATION	JOB ORDER NUMBER	ACCOUNTING STATION	OBLIGATED AMOUNT
0001AA	M12H2357M1 51109146017		AA	2	21	22035000026D6D02P51109126EB S11116	2CT357	W52H09 \$	2,848.72
0001AB	M12H2357M1 51109146017		AA	2	21	22035000026D6D02P51109126EB S11116	2CT357	W52H09 \$	2,912.78
0001AC	M12H2357M1 51109146017		AA	2	21	22035000026D6D02P51109126EB S11116	2CT357	W52H09 \$	15,393.77
0001AD	M12H2357M1 51109146017		AA	2	21	22035000026D6D02P51109126EB S11116	2CT357	W52H09 \$	3,735.60
0001AE	M12H2357M1 51109146017		AA	2	21	22035000026D6D02P51109126EB S11116	2CT357	W52H09 \$	21,406.08
0001AF	M12H2357M1 51109146017		AA	2	21	22035000026D6D02P51109126EB S11116	2CT357	W52H09 \$	33,218.45
0001AG	M12H2357M1 51109146017		AA	2	21	22035000026D6D02P51109126EB S11116	2CT357	W52H09 \$	17,258.61
0001AH	M12H2357M1 51109146017		AA	2	21	22035000026D6D02P51109126EB S11116	2CT357	W52H09 \$	9,765.81
0001AJ	M12H2357M1 51109146017		AA	2	21	22035000026D6D02P51109126EB S11116	2CT357	W52H09 \$	7,090.79
TOTAL									\$ 113,630.61

SERVICE NAME	TOTAL BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	OBLIGATED AMOUNT
Army	AA	21 22035000026D6D02P51109126EB S11116	W52H09	\$ 113,630.61
TOTAL				\$ 113,630.61

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	PIIN/SIIN DAAE20-02-P-0373	MOD/AMD

Name of Offeror or Contractor: KAUFMAN COMPANY

SPECIAL CONTRACT REQUIREMENTS

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

3	52.246-4500	MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250)	NOV/2001
	TACOM-RI		

(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 PERMANTIER@RIA.ARMY.MIL. The data fax number for submission is (309) 782-1059 OR ALTERNATE FAX (309) 782-6701, ATTN: MR. DICK PERMANTIER.

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

(1) NA

(End of Clause)

(HS6510)

CONTRACT CLAUSES

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

4	52.212-4	CONTRACT TERMS AND CONDITIONS- COMMERCIAL ITEMS	FEB/2002
5	252.204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION	NOV/2001
	DFARS		
6	252.225-7015	PREFERENCE FOR DOMESTIC HAND OR MEASURING TOOLS	DEC/1991
	DFARS		
7	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
	DFARS		
8	52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS	MAY/2002

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

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

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

- ____(1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- ____(2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).

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

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MOD/AMD

Name of Offeror or Contractor: KAUFMAN COMPANY

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

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

(ii.) Alternate I to 52.219-5.

(iii.) Alternate II to 52.219-5.

(5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637(d)(2) and (3));

(6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4));

(7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

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

(ii) Alternate I of 52.219-23

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

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

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

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

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

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

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

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

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

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

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

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

(ii) Alternate I of 52.225-3.

(iii) Alternate II of 52.225-3.

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

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

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

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

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

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

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

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MOD/AMD

Name of Offeror or Contractor: KAUFMAN COMPANY

____(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:

____(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)

(IP6272)

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MOD/AMD

Name of Offeror or Contractor: KAUFMAN COMPANY

9 252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR MAY/2002
DFARS EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL
ITEMS

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

52.203-3 Gratuities (Apr 1984) (10 U.S.C. 2207)

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

252.205-7000 Provision of Information to Cooperative Agreement Holders (Dec 1991)(10 U.S.C. 2416).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or

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Executive Orders-Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

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

252.247-7023, Transportation of Supplies by Sea (Mar 2000)(10 U.S.C.2631).

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

(End of clause)

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Name of Offeror or Contractor: KAUFMAN COMPANY

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	KAUFMAN COMPANY, INC QUOTE	06-MAY-2002	006	
Attachment 002	MANUFACTURERS WARRANTIES		005	