

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b>				<b>1. Requisition Number</b> SEE SCHEDULE		<b>Page</b> 1 <b>Of</b> 8	
<b>Offeror To Complete Block 12, 17, 23, 24, &amp; 30</b>							
<b>2. Contract No.</b> DAAE20-02-P-0511		<b>3. Award/Effective Date</b> 2002SEP19		<b>4. Order Number</b>		<b>5. Solicitation Number</b>	
<b>7. For Solicitation Information Call:</b>		<b>A. Name</b> CEAN HARTLEBEN		<b>B. Telephone Number (No Collect Calls)</b> (309)782-3429		<b>6. Solicitation Issue Date</b>	
<b>9. Issued By</b> TACOM-ROCK ISLAND AMSTA-LC-CSC-C ROCK ISLAND IL 61299-7630		<b>Code</b> W52H09		<b>10. This Acquisition Is</b>		<b>11. Delivery For FOB Destination Unless Block Is Marked</b>	
<b>e-mail:</b> HARTLEBENC@RIA.ARMY.MIL				<input checked="" type="checkbox"/> <b>Unrestricted</b>		<input checked="" type="checkbox"/> <b>See Schedule</b>	
				<input type="checkbox"/> <b>Set Aside: % For</b>		<input checked="" type="checkbox"/> <b>13a. This Contract Is A Rated Order Under DPAS (18 CFR 700)</b>	
				<input type="checkbox"/> <b>Small Business</b>		<b>13b. Rating</b> DOA5	
				<input type="checkbox"/> <b>Small Disadv Business</b>		<b>14. Method Of Solicitation</b>	
<input type="checkbox"/> <b>8(A)</b>		<b>SIC:</b>		<input type="checkbox"/> <b>RFQ</b>		<input type="checkbox"/> <b>IFB</b>	
<input type="checkbox"/> <b>Size Standard:</b>				<input type="checkbox"/> <b>RFP</b>			
<b>15. Deliver To</b> XR W0L7 ANNISTON MUNITIONS CENTER TRANS OFFICER 256 235 6837 CL V 7 FRANKFORD AVE BLDG 380 ANNISTON AL 36201-4199		<b>Code</b> W31G1Z		<b>16. Administered By</b> DCMA HARTFORD 130 DARLIN ST EAST HARTFORD CT 06108-3234		<b>Code</b> S0701A	
<b>Telephone No.</b>							
<b>17. Contractor/Offeror</b> COLTS MANUFACTURING COMPANY INC PO BOX 1868 HARTFORD CT 06144-1868		<b>Code</b> 13629 <b>Facility</b>		<b>18a. Payment Will Be Made By</b> DFAS COLUMBUS CENTER NORTH ENTITLEMENT OPERATIONS PO BOX 182266 COLUMBUS OH 43218-2266		<b>Code</b> HQ0337	
<b>Telephone No.</b>							
<input type="checkbox"/> <b>17b. Check If Remittance Is Different And Put Such Address In Offer</b>		<b>18b. Submit Invoices To Address Shown In Block 18a Unless Block Below Is Checked</b> <input type="checkbox"/> <b>See Addendum</b>					
<b>19. Item No.</b>		<b>20. Schedule Of Supplies/Services</b>		<b>21. Quantity</b>		<b>22. Unit</b>	
		SEE SCHEDULE					
		(Attach Additional Sheets As Necessary)					
						<b>23. Unit Price</b>	
						<b>24. Amount</b>	
<b>25. Accounting And Appropriation Data</b> ACRN: AA 21 22033000026D6D02P32106131E1 S11116 W52H09				<b>26. Total Award Amount (For Govt. Use Only)</b> \$24,200.00			
<input type="checkbox"/> <b>27a. Solicitation Incorporates By Reference FAR 52.212-1, 52.212-4. FAR 52.212-3 And 52.212-5 Are Attached.</b>				<input type="checkbox"/> <b>Are</b> <input type="checkbox"/> <b>Are Not Attached.</b>			
<input checked="" type="checkbox"/> <b>27b. Contract/Purchase Order Incorporates By Reference FAR 52.212-4. FAR 52.212-5 Is Attached. Addenda</b>				<input checked="" type="checkbox"/> <b>Are</b> <input type="checkbox"/> <b>Are Not Attached.</b>			
<b>28. Contractor Is Required To Sign This Document And Return _____ Copies</b> <input type="checkbox"/> <b>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.</b>				<b>29. Award Of Contract: Reference _____ Offer</b> <input type="checkbox"/> <b>Dated _____.</b> Your Offer On Solicitation (Block 5) Including Any Additions Or Changes Which Are Set Forth Herein Is Accepted As To Items:			
<b>30a. Signature Of Offeror/Contractor</b>				<b>31a. United States Of America (Signature Of Contracting Officer)</b>			
<b>30b. Name And Title Of Signer (Type Or Print)</b>		<b>30c. Date Signed</b>		<b>31b. Name Of Contracting Officer (Type Or Print)</b> JERRY L YOWELL /SIGNED/ YOWELLJ@RIA.ARMY.MIL (309)782-6736		<b>31c. Date Signed</b>	
<b>32a. Quantity In Column 21 Has Been</b> <input type="checkbox"/> <b>Received</b> <input type="checkbox"/> <b>Inspected</b> <input type="checkbox"/> <b>Accepted And Conforms To The Contract Except As Noted</b>				<b>33. Ship Number</b>		<b>34. Voucher Number</b>	
				<input type="checkbox"/> <b>Partial</b> <input type="checkbox"/> <b>Final</b>		<b>35. Amount Verified Correct For</b>	
<b>32b. Signature Of Authorized Government Representative</b>		<b>32c. Date</b>		<b>36. Payment</b> <input type="checkbox"/> <b>Complete</b> <input type="checkbox"/> <b>Partial</b> <input type="checkbox"/> <b>Final</b>		<b>37. Check Number</b>	
				<b>38. S/R Account Number</b>		<b>39. S/R Voucher Number</b>	
				<b>40. Paid By</b>			
<b>41a. I Certify This Account Is Correct And Proper For Payment</b>				<b>42a. Received By (Print)</b>			
<b>41b. Signature And Title Of Certifying Officer</b>		<b>41c. Date</b>		<b>42b. Received At (Location)</b>			
				<b>42c. Date Recd (YYMMDD)</b>		<b>42d. Total Containers</b>	

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SUPPLEMENTAL INFORMATION

ITEM: COLT R0801 (M203) GRENADE LAUNCHER (COMMERCIAL)

COLTS MANUFACTURING COMPANY INC. REMITTANCE ADDRESS IS:

BANK OF BOSTON/CMCI  
PO BOX 34014  
BOSTON, MASSACHUSETTS 02241-34014

CERTIFICATIONS/REPRESENTATIONS WERE UTILIZED FROM THE PREVIOUS PROCUREMENT FOR THIS M203 COMMERCIAL GRENADE LAUNCHER (DAAE20-01-C-0078).

\*\*\* END OF NARRATIVE A 001 \*\*\*

CONTINUATION SHEET

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Name of Offeror or Contractor: COLTS MANUFACTURING COMPANY INC

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 WITHOUT FIRST ARTICLE</u>  NSN: 1010-01-000-0000 NOUN: M203 COMM. GREN LCHR SECURITY CLASS: Unclassified PRON: W12A0RM3M1 PRON AMD: 01 ACRN: AA AMS CD: 32106106030 CUSTOMER ORDER NO: W74PVB2208296B  <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: 0 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial  <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin  <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>W52H092217T945</td> <td>W31G1Z</td> <td>J</td> <td></td> <td>2</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>22</td> <td>31-MAR-2003</td> </tr> </table> FOB POINT: Origin  SHIP TO: <u>PARCEL POST ADDRESS</u> (W31G1Z) XR W0L7 ANNISTON MUNITIONS CENTER TRANS OFFICER 256 235 6837 CL V 7 FRANKFORD AVE BLDG 380 ANNISTON AL 36201-4199  <u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE20-02-P-0511/0000	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	W52H092217T945	W31G1Z	J		2	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>	001	22	31-MAR-2003	22	EA	\$ 1,100.00000	\$ 24,200.00
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>																		
001	W52H092217T945	W31G1Z	J		2																		
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>																					
001	22	31-MAR-2003																					



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**Name of Offeror or Contractor:** COLTS MANUFACTURING COMPANY INC

## CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.212-4	CONTRACT TERMS AND CONDITIONS- COMMERCIAL ITEMS	FEB/2002
2	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:

- X (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.
- X (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).
- X (12) 52.222-26, Equal Opportunity (E.O. 11246).
- X (13) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).
- X (14) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).
- X (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).

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\_\_\_\_(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).

\_\_\_\_(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

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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)

(IF6272)

3	252.212-7001 DFARS	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS	JUL/2002
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(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).

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- 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 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 (May 2002)(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)

(IA6720)