

**ORDER FOR SUPPLIES OR SERVICES**

<b>1. CONTRACT PURCH ORDER/AGREEMENT NO.</b> DAAE20-03-A-0031	<b>2. DELIVERY ORDER/CALL NO.</b>	<b>3. DATE OF ORDER/CALL (YYYYMMDD)</b> 2003APR14	<b>4. REQUISITION/PURCH REQUEST NO.</b> SEE SCHEDULE	<b>5. PRIORITY</b> DXA5
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<b>6. ISSUED BY</b> TACOM-ROCK ISLAND AMSTA-LC-CAC-C IRENE MAWSON (309)782-3810 ROCK ISLAND IL 61299-7630 EMAIL: MAWSONI@RIA.ARMY.MIL	<b>CODE</b>	W52H09	<b>7. ADMINISTERED BY (if other than 6)</b> DCMA DALLAS 1200 MAIN STREET DALLAS TX 75202-4399	<b>CODE</b>	S4402A	<b>8. DELIVERY FOB</b> <input type="checkbox"/> DESTINATION <input checked="" type="checkbox"/> OTHER (See Schedule if other)
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<b>9. CONTRACTOR</b> CHEROKEE NATION DISTRIBUTORS INC ONE CHEROKEE CIRCLE PO BOX 1130 STILWELL OK 74960-1130	<b>CODE</b>	OHLG5	<b>FACILITY</b>	A	NONE	HQ0339	<b>10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD)</b> SEE SCHEDULE	<b>11. X IF BUSINESS IS</b> <input type="checkbox"/> SMALL <input checked="" type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMAN-OWNED
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<b>14. SHIP TO</b> SEE SCHEDULE	<b>CODE</b>		<b>15. PAYMENT WILL BE MADE BY</b> DFAS COLUMBUS CENTER DFAS-CO/WEST ENTITLEMENT OPERATIONS PO BOX 182381 COLUMBUS OH 43218-2381	<b>CODE</b>	HQ0339	<b>MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2</b>
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<b>16. TYPE OF ORDER</b>	<b>DELIVERY/ CALL</b>	THIS DELIVERY ORDER IS ISSUED ON ANOTHER GOVERNMENT AGENCY OR IN ACCORDANCE WITH AND SUBJECT TO TERMS AND CONDITIONS OF ABOVE NUMBERED CONTRACT.				
		Reference your <input type="checkbox"/> Oral <input type="checkbox"/> Written Quotation _____, Dated _____.				
	<b>PURCHASE</b>	X	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)
<input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:			

<b>17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE</b> SEE SCHEDULE
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18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICE	20. QUANTITY ORDERED/ACCEPTED*	21. UNIT	22. UNIT PRICE	23. AMOUNT
	SEE SCHEDULE CONTRACT TYPE: Firm-Fixed-Price  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.	<b>24. UNITED STATES OF AMERICA</b> CAROL C RIVARD /SIGNED/ RIVARDC@RIA.ARMY.MIL (309)782-3272	<b>25. TOTAL</b>	\$0.00
	BY: _____	<b>26. DIFFERENCES</b>	

**27a. QUANTITY IN COLUMN 20 HAS BEEN**  
 INSPECTED     RECEIVED     ACCEPTED, AND CONFORMS TO CONTRACT EXCEPT AS NOTED

<b>b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE</b>	<b>c. DATE (YYYYMMDD)</b>	<b>d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE</b>
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<b>e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE</b>	<b>28. SHIP. NO.</b>	<b>29. D.O. VOUCHER NO.</b>	<b>30. INITIALS</b>
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<b>f. TELEPHONE NUMBER</b>	<b>g. E-MAIL ADDRESS</b>	<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	<b>32. PAID BY</b>	<b>33. AMOUNT VERIFIED CORRECT FOR</b>
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<b>36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.</b>	<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	<b>34. CHECK NUMBER</b>
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<b>a. DATE (YYYYMMDD)</b>	<b>b. SIGNATURE AND TITLE OF CERTIFYING OFFICER</b>	<b>35. BILL OF LADING NO.</b>
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<b>37. RECEIVED AT</b>	<b>38. RECEIVED BY (Print)</b>	<b>39. DATE RECEIVED (YYYYMMDD)</b>	<b>40. TOTAL CONTAINERS</b>	<b>41. S/R ACCOUNT NUMBER</b>	<b>42. S/R VOUCHER NO.</b>
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MOD/AMD

**Name of Offeror or Contractor:** CHEROKEE NATION DISTRIBUTORS INCSUPPLEMENTAL INFORMATION  
SUPPLEMENTAL INFORMATION

THIS FEDERAL SUPPLY CLASS IS INCLUDED ON THE FEDERAL PRISON INDUSTRIES (FPI) LIST OF ITEMS. THEREFORE, IF THE FPI ITEM IS COMPARABLE TO ITEMS FROM THE PRIVATE SECTOR, IN TERMS OF PRICE, QUALITY AND DELIVERY, FPI IS THE MANDATORY SOURCE TO WHOM AWARD WILL BE MADE.

## DESCRIPTION OF AGREEMENT:

1. THIS IS A BLANKET PURCHASE AGREEMENT (BPA) FOR THE PURCHASE OF WIRING HARNESSSES.

A. YOUR ATTENTION IS DIRECTED TO ATTACHMENT 001 FOR A COMPLETE LISTING OF ITEMS THAT ARE INCLUDED IN THIS BPA.

B. SPECIFIC REQUIREMENTS SUCH AS SECTIONS C, AND D RELATING TO INDIVIDUAL ITEMS BEING PURCHASED ARE INCLUDED AT ATTACHMENTS 002 THROUGH 018. THE CD ROM WITH DRAWINGS HAS BEEN MAILED.

C. NOTE SOME INDIVIDUAL ITEMS MAY HAVE REQUIREMENTS FOR PHOSPHATE COATING AND SOME MAY REQUIRE SOURCE CONTROL COMPONENTS.

2. EFFECTIVE PERIOD:

THIS AGREEMENT COMMENCES ON THE DATE SPECIFIED (AFTER SIGNATURE OF CONTRACTING OFFICER) IN BLOCK (3) OF THIS BLANKET PURCHASE AGREEMENT (BPA) AND ENDS 30 DECEMBER 2006. BOTH PARTIES WITH AGREEMENT CAN EXTEND THE BPA. ALL WORK ORDERS UNDER THE BPA SHALL BE CONTINUED UNTIL THE WORK IS FINISHED AND THE ORDER IS PAID THE ORDER IS FINISHED.

3. MINIMUM ORDER: NONE

4. THIS BPA DOES NOT OBLIGATE ANY FUNDS. THE GOVERNMENT IS OBLIGATED ONLY TO THE EXTENT OF DELIVERY ORDERS ISSUED UNDER THIS BPA.

5. PRICING:

THE PRICES TO THE GOVERNMENT SHALL BE AS LOW OR LOWER THAN THOSE CHARGED THE SUPPLIER'S MOST FAVORED CUSTOMER FOR COMPARABLE QUANTITIES UNDER SIMILAR TERMS AND CONDITIONS, IN ADDITION TO ANY DISCOUNTS FOR PROMPT PAYMENT.

6. CALL LIMITATION:

NO INDIVIDUAL CALL UNDER THIS AGREEMENT SHALL EXCEED \$25,000, IF MADE VIA IMPAC CARD.  
WRITTEN ORDERS EXECUTED UNDER THIS AGREEMENT SHALL NOT EXCEED \$100,000 EACH.

7. DELIVERY TICKETS:

ALL SHIPMENTS UNDER THIS AGREEMENT SHALL BE ACCOMPANIED BY DELIVERY TICKETS OR SALES SLIPS WHICH SHALL CONTAIN THE FOLLOWING MINIMUM INFORMATION:

- (1) NAME OF SUPPLIER
- (2) BLANK PURCHASE AGREEMENT NUMBER
- (3) DATE OF PURCHASE
- (4) ITEMIZED LIST OF SUPPLIES OR SERVICES FURNISHED
- (5) DELIVERY ORDER NUMBER
- (6) QUANTITY, UNIT PRICE AND EXTENSION OF EACH ITEM, LESS APPLICABLE DISCOUNTS
- (7) DATE OF DELIVERY OR SHIPMENT

UPON DELIVERY, THE RECEIVING ACTIVITY WILL RETAIN ONE (1) COPY OF THE RELATED DELIVERY TICKET AND WILL SIGN THE OTHER TWO (2) COPIES AND RETURN THEM TO THE SUPPLIER OR SUPPLIER'S AGENT. ONE OF THESE COPIES MAY SUBSEQUENTLY BE REQUIRED TO SUPPORT THE INVOICE.

8. INVOICING:

IT IS EXPECTED THAT VENDOR WILL BILL VIA IMPAC. FOR ORDERS NOT FINANCED BY CREDIT CARD, A 30 DAY ITEMIZED INVOICE SHALL BE UTILIZED PURSUANT TO THE VENDOR'S NORMAL BILLING CYCLE AND SENT TO THE ADDRESS LISTED IN BLOCK 6.

A ORAL CALL USING CREDIT CARD, A DELIVERY ORDER WITH CREDIT CARD AS THE METHOD, AND A DELIVERY ORDER BEARING FUNDS ARE ALL USABLE.

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**Name of Offeror or Contractor:** CHEROKEE NATION DISTRIBUTORS INC

9. DELIVERY (TRANSPORTATION) TERMS: ALL DELIVERIES SHALL BE FOB DESTINATION AT THE SHORTEST DELIVERY DATE POSSIBLE. THE DELIVERY DESTINATION WILL BE KNOWN WHEN ORDERS ARE PLACED AGAINST THIS BLANKET PURCHASE AGREEMENT.

10. INSPECTION AND ACCEPTANCE SHALL BE AT ORIGIN.

11. PRIMARY ORDER METHOD AGAINST THIS BPA WILL BE CREDIT CARD (IMPAC-VISA), CALL, BUT THIS DOES NOT PROHIBIT WRITTEN ORDERS VIA DD155.

12. TACOM-ROCK ISLAND IS THE ONLY AGENCY AUTHORIZED TO PLACE ORDERS UNDER THIS BPA. CONTRACTING OFFICERS, MS. ROXANNE SPURGETIS, MR. DAVE ELLIOTT AND MS. CAROL RIVARD ARE THE ONLY AUTHORIZED INDIVIDUALS ABLE TO SIGN WRITTEN ORDERS AGAINST THIS BPA. THIS DOES NOT LIMIT THE CONTRACTING OFFICERS FROM LATER DELEGATING ORDERING AUTHORITY IN WRITING.

THE FOLLOWING PEOPLE ARE AUTHORIZED AS ORDERING OFFICERS FOR ORDERS UP TO \$25,000.00 PLACED VIA GOVERNMENT WIDE PURCHASE ORDER CARD (CWPC) CREDIT CARD:

MR. CHARLES E. SLACK (309) 782-6409 UP TO \$2,500.00 PER ORDER

13. VARIATION IN QUANTITY (FAR 52.212-9)

THE PERMISSIBLE VARIATION SHALL BE LIMITED TO:

0% INCREASE

0% DECREASE

14. THIS BPA INCORPORATES CLAUSES BY REFERENCE AND IN FULL TEXT. INCORPORATION OF CLAUSES:

FAR 52,232-8 (IF0327) DISCOUNTS FOR PROMPT PAYMENT (APR 1989)

DFARS 252.225-7009 (IA0736) DUTY FREE ENTRY - QUALIFYING COUNTRY SOURCES AND SUBCONTRACTORS (DEC 1991)

THE FOLLOWING CLAUSES APPLY AS INDICATED UNDER "NOTES"

CLAUSE NO.	CLAUSE TITLE	CLAUSE DATE	NOTES
FAR 52.222-20 (IF7114)	WALSH-HEALY PUBLIC CONTRACTS ACT	APR 1984	1
FAR 52.247-34 (FF0036)	F.O.B. DESTINATION	NOV 1991	2
FAR 52.247-48 (FF0038)	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT (DEVIATION)	JUL 1995	2

APPLICABLE NOTES FOR THE ABOVE CLAUSES INCORPORATED BY REFERENCE

1. APPLIES WHEN THE CUMULATIVE OF ALL CALLS IS ANTICIPATED TO EXCEED \$10,000.00

2. APPLIES WHEN DELIVERY TERM IS F.O.B. DESTINATION

SECTION K: REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS (MUST BE FILLED IN)

FAR 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS

(A) (1) THE NAICS CODE FOR THESE REQUIREMENTS IS 335931

(2) THE SMALL BUSINESS STANDARD FOR ALL IS 3643

(3) THE SMALL BUSINESS SIZE STANDARD FOR A CONCERN WHICH SUBMITS AN OFFER IN ITS OWN NAME, OTHER THAN ON A CONSTRUCTION OR SERVICE CONTRACT, BUT WHICH PROPOSES TO FURNISH A PRODUCT WHICH IT DID NOT ITSELF MANUFACTURE IS 500 EMPLOYEES.

(B) REPRESENTATIONS

(1) THE OFFEROR REPRESENTS AS PART OF ITS OFFER THAT IT \_\_\_\_\_ IS, \_\_\_\_\_ IS NOT A SMALL BUSINESS CONCERN.

(2) (COMPLETE ONLY IF OFFEROR REPRESENTED ITSELF AS A SMALL BUSINESS CONCERN IN PARAGRAPH (B) (1) OF THIS PROVISION.) THE OFFEROR REPRESENTS AS PART OF ITS OFFEROR THAT IT \_\_\_\_\_ IS, \_\_\_\_\_ IS NOT A SMALL DISADVANTAGES BUSINESS CONCERN.

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**Name of Offeror or Contractor:** CHEROKEE NATION DISTRIBUTORS INC

(3) (COMPLETE ONLY IF OFFEROR REPRESENTS ITSELF AS A SMALL BUSINESS CONCERN IN PARAGRAPH (B) (1) OF THIS PROVISION.) THE OFFEROR REPRESENTS AS PART OF ITS OFFER THAT IT \_\_\_\_\_ IS, \_\_\_\_\_ IS NOT A WOMAN-OWNED BUSINESS.

(C) DEFINITIONS. SMALL BUSINESS CONCERN, AS USED IN THIS PROVISION, MEANS A CONCERN, INCLUDING ITS AFFILIATES, THAT IS INDEPENDENTLY OWNED AND OPERATED, NOT DOMINANT IN THE FIELD OF OPERATION IN WHICH IT IS BIDDING ON GOVERNMENT CONTRACTS, AND QUALIFIED AS A SMALL BUSINESS UNDER THE CRITERIA IN 13 CFR PART 121 AND THE SIZE STANDARD IN PARAGRAPH (A) OF THIS PROVISION.

SMALL DISADVANTAGED BUSINESS CONCERN, AS USED IN THIS PROVISION, MEANS A SMALL BUSINESS CONCERN THAT (1) AT LEAST 51 PERCENT UNCONDITIONALLY OWNED BY ONE OR MORE INDIVIDUALS WHO ARE BOTH SOCIALLY AND ECONOMICALLY DISADVANTAGED, OR A PUBLICLY OWNED BUSINESS HAVING AT LEAST 51 PERCENT OF ITS STOCK UNCONDITIONALLY OWNED BY ONE OR MORE SOCIALLY AND ECONOMICALLY DISADVANTAGED INDIVIDUALS., AND (2) HAS ITS MANAGEMENT AND DAILY BUSINESS CONTROLLED BY ONE OR MORE SUCH INDIVIDUALS. THIS TERM ALSO MEANS A SMALL BUSINESS CONCERN THAT IS AT LEAST 51 PERCENT UNCONDITIONALLY OWNED BY AN ECONOMICALLY DISADVANTAGED INDIAN TRIBE OR NATIVE HAWAIIAN ORGANIZATION, OR A PUBLICLY OWNED BUSINESS HAVING AT LEAST 51 PERCENT OF ITS STOCK UNCONDITIONALLY OWNED BY ONE OR MORE OF THESE ENTITIES, WHICH HAS ITS MANAGEMENT AND DAILY BUSINESS CONTROLLED BY MEMBERS OF AN ECONOMICALLY DISADVANTAGED INDIAN TRIBE, OR NATIVE HAWAIIAN ORGANIZATION, AND WHICH MEETS THE REQUIREMENTS OF 13 CFR PART 124.

WOMAN OWNED SMALL BUSINESS CONCERN, AS USED IN THIS PROVISION, MEANS A SMALL BUSINESS CONCERN--

(1) WHICH AT LEAST 51 PERCENT OWNED BY ONE OR MORE WOMEN OR, IN THE CASE OF ANY PUBLICLY OWNED BUSINESS, AT LEAST 51 PERCENT OF THE STOCK OF WHICH IS OWNED BY ONE OR MORE WOMEN; AND

(2) WHOSE MANAGEMENT AND DAILY BUSINESS OPERATIONS ARE CONTROLLED BY ONE OR MORE WOMEN.

(D) NOTICE.

(1) IF THIS SOLICITATION IS FOR SUPPLIES AND HAS BEEN SET ASIDE, IN WHOLE OR IN PART, FOR SMALL BUSINESS CONCERNS THEN THE CLAUSE IN THIS SOLICITATION PROVIDING NOTICE OF THE SET ASIDE CONTAINS RESTRICTIONS ON THE SOURCE OF THE END ITEMS TO BE FURNISHED.

(2) UNDER 15 U.S.C. 645 (D), ANY PERSON WHO MISREPRESENTS A FIRMS STATUS AS A SMALL OR SMALL DISADVANTAGED BUSINESS CONCERN IN ORDER TO OBTAIN A CONTRACT TO BE AWARDED UNDER THE PREFERENCE PROGRAMS ESTABLISHED PURSUANT TO SECTION 8 (D) FOR A DEFINITION OF PROGRAM ELIGIBILITY, SHALL--

(i) BE PUNISHED BY IMPOSITION OF FINE, IMPRISONMENT, OR BOTH;

(ii) BE SUBJECT TO ADMINISTRATIVE REMEDIES, INCLUDING SUSPENSION AND DEBARMENT; AND

(iii) BE INELIGIBLE FOR PARTICIPATION IN PROGRAMS CONDUCTED UNDER THE AUTHORITY OF THE ACT.

## SECTION L

52.215-4511 (LS7013) ELECTRONIC AWARD NOTICE  
TACOM-RI

FEB/2002

ANY CONTRACT AWARDED AS A RESULT OF THIS BLANKET PURCHASE AGREEMENT (BPA) WILL BE POSTED TO THE INTERNET FOR DOWNLOADING AND PAPER COPIES WILL NOT BE DISTRIBUTED. THIS IS A MATERIAL CONDITION OF THE BPA AND BY SUBMISSION OF A BID OR PROPOSAL THE VENDOR AGREES TO ACCEPT AN ELECTRONIC AWARD TRANSMITTED IN THE MANNER DESCRIBED ABOVE.

NOTICE OF AWARD TO THE AWARDEE WILL BE ISSUED ONLY VIA ELECTRONIC MAIL. VENDORS WHO WISH TO BE NOTIFIED IF THEY RECEIVED AN AWARD AS A RESULT OF THIS BPA MUST PROVIDE THEIR ELECTRONIC MAIL ADDRESS IN THE SPACE PROVIDED BELOW. IF THE VENDOR FAILS TO PROVIDE AN ELECTRONIC MAIL ADDRESS, THEN A SEPARATE NOTICE OF AWARD WILL NOT BE PROVIDED AND IT SHALL BE THE SOLE RESPONSIBILITY OF THE VENDOR TO PERIODICALLY CHECK THE INTERNET TO DETERMINE IF HE/SHE HAS RECEIVED AN AWARD. IN THIS EVENT, THE VENDOR'S FAILURE TO CHECK THE INTERNET AND DOWNLOAD A COPY OF THE AWARD IN A TIMELY MANNER SHALL NOT BE AN EXCUSE FOR FAILURE TO PERFORM OR GROUNDS FOR A DELIVERY SCHEDULE EXTENSION.

NOTICE OF AWARD TO UNSUCCESSFUL OFFERORS SHALL BE ISSUED ONLY VIA THE FEDERAL BUSINESS OPPORTUNITIES (FEDBUSOPPS) OR ELECTRONIC MAIL. VENDORS WHO WISH TO RECEIVE AN ELECTRONIC MAIL NOTICE IF THEY ARE UNSUCCESSFUL MUST PROVIDE AN ELECTRONIC MAIL ADDRESS IN THE SPACE PROVIDED BELOW. IF THE VENDOR FAILS TO PROVIDE AN ELECTRONIC MAIL ADDRESS, THEN A SEPARATE NOTICE WILL NOT BE PROVIDED, AND IT SHALL BE THE SOLE RESPONSIBILITY OF THE VENDOR TO PERIODICALLY CHECK THE FEDBUSOPPS TO DETERMINE IF AN AWARD HAS BEEN MADE. IN THIS EVENT, THE VENDOR'S FAILURE TO CHECK THE FEDBUSOPPS TO DETERMIN IF AN AWARD HAS BEEN MADE SHALL NOT CONSTITUTE GROUNDS FOR AN EXTENSION OF THE TEN (10) DAY PROTEST PERIOD ALLOWED IN REGULATION.

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52.233-2 SERVICE OF PROTEST

AUG/1996

(a) PROTEST, AS DEFINED IN SECTION 33.101 OF THE FEDERAL ACQUISITION REGULATION, THAT ARE FILED DIRECTLY WITH AN AGENCY, AND COPIES OF ANY PROTESTS THAT ARE FILED WITH THE GENERAL ACCOUNTING OFFICE (GAO), SHALL BE SERVED ON THE CONTRACTING OFFICER (ADDRESS AS FOLLOWS) BY OBTAINING WRITTEN AND DATED ACKNOWLEDGMENT OF RECEIPT FROM TACOM-RI, ROXANNE SPURGETIS, ROCK ISLAND, IL 61299-7630. A PROTEST TO BE FILED WITH HQ, AMC, IN ACCORDANCE WITH THE CLAUSE IN SECTION A ENTITLED HQ, AMC-LEVEL PROTEST PROGRAM, SHALL BE ADDRESSED TO: HQ, ARMY MATERIEL COMMAND, OFFICE OF COMMAND COUNSEL, ATTN: AMCCC-PL, 5001 EISENHOWER AVENUE, ALEXANDRIA, VA 22333-0001. (FACSIMILE NUMBER (703) 617-5680/617-4999.)

(b) THE COPY OF ANY PROTEST SHALL BE RECEIVED IN THE OFFICE DESIGNATED ABOVE WITHIN ONE DAY OF FILING A PROTEST WITH THE GAO.

VENDOR'S ELECTRONIC MAIL ADDRESS

(END OF PROVISION)

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

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**Name of Offeror or Contractor:** CHEROKEE NATION DISTRIBUTORS INC

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

Regulatory Cite	Title	Date
1 52.210-4501 TACOM-RI	DRAWINGS/SPECIFICATION	MAR/1988

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.

Drawings and Specifications in accordance with enclosed Technical Data Package Listing SEE ATTACHMENT 001-018 FOR REVISION with in effect as of DATES LISTED IN ATTACHMENT 001-018 (except as follows):

N/A

(CS6100)

2 52.210-4511 TACOM-RI	STATEMENT OF WORK - OZONE DEPLETING CHEMICALS	MAR/1994
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(a) (1) Specifications and standards, which identify ODCs among alternative substances for use, are part of this TDP/SOW as follows:

N/A

(2) The above specifications and standards allow the optional use of Ozone Depleting Substances (ODS) or Ozone Depleting Chemicals (ODC). Preference should be given to the Non-ODS/ODC choices in compliance with Executive Order 12843, dated April 21, 1993, "Procurement Requirements and Policies for Federal Agencies for Ozone Depleting Substances .

(b) Other specifications and standards containing ODS/ODC materials and included in this TDP/SOW for which a substitute is provided and must be used are as follows:

N/A

(c) Other specifications and standards included in this TDP/SOW that specify use of an ODS/ODC and have been approved for use are as follows:

N/A

(d) NOTE: Offerors are requested, although not obligated, to perform their own screening of the TDP specifications and standards or SOW and identify any additional potential ODS/ODC to the Contracting Officer.

(End of Clause)

(CS6191)

**Name of Offeror or Contractor:** CHEROKEE NATION DISTRIBUTORS INC

INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996
2	52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT	FEB/1999

THIS CLAUSE APPLIES TO ATTACHMENT 016

The Contractor shall comply with the higher-level quality standard selected below, (If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block.)

	Title	Number	Date	Tailoring
( )	QUALITY MANAGEMENT SYSTEMS-REQUIREMENTS,	ISO 9001: 2000	13 DEC 2000	TAILORED BY EXCLUDING PARAGRAPH 7.3
( )	QUALITY SYSTEMS-MODEL FOR QA-	ISO 9002	18 JUL 1994	UNTAILORED

(End of clause)

THIS CLAUSE APPLIES TO ATTACHMENTS 002, 003, 004, 005, 006, 007, 008, 009, 010, 011, 012, 013, 014, 015, 017, AND 018.

The Contractor shall comply with the higher-level quality standard selected below, (If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block.)

	Title	Number	Date	Tailoring
( )	QUALITY MANAGEMENT SYSTEMS-REQUIREMENTS,	ISO 9001: 2000	13 DEC 2000	TAILORED BY EXCLUDING PARAGRAPHS 7.2, 7.3, 7.4, 7.5.1, AND 7.5.2
( )	QUALITY SYSTEMS-MODEL FOR QA-	ISO 9003	18 JUL 1994	UNTAILORED

(End of clause)

(EF6002)

3	52.209-4512 TACOM-RI	FIRST ARTICLE TEST (CONTRACTOR TESTING)	MAR/2001
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THIS CLAUSE APPLIES TO ATTACHMENT 017, P/N 12324470-2, NSN 6150-01-393-3726,

a. The first article shall consist of:

TWO EACH WIRING HARNESSSES, BRANCHED: INSPECT AND TEST TO DRAWING AND QAP REQUIREMENTS AND TO SC-X-15110F. ALSO, ONE SET OF COMPONENT PARTS: INSPECT TO DWG AND QAP REQUIREMENTS

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.

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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 submitted through the Administrative Contracting Officer to the Contracting Officer with a copy furnished to TACOM-RI, AMSTA-AR-QAW-C, ROCK ISLAND, IL 61299-7630.

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)

BECAUSE THIS FEDERAL SUPPLY CLASS IS INCLUDED ON THE FEDERAL PRISON INDUSTRY (FPI) OF ITEMS, IF AWARDED TO THE PRIVATE SECTOR, THE CLAUSES IN SECTION E WILL HAVE TO BE REVIEWED TO SEE IF FIRST ARTICLE TESTING (ES6016) SHOULD BE REQUIRED.

\*\*\* END OF NARRATIVE E 001 \*\*\*

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**Name of Offeror or Contractor:** CHEROKEE NATION DISTRIBUTORS INC

DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.211-16	VARIATION IN QUANTITY	APR/1984

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

Zero percent (0%) increase

Zero percent (0%) decrease.

This increase or decrease shall apply to the total contract quantity.

(FF7020)

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MOD/AMD

**Name of Offeror or Contractor:** CHEROKEE NATION DISTRIBUTORS INC

## SPECIAL CONTRACT REQUIREMENTS

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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1	52.246-4500 TACOM-RI	MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250)	NOV/2001
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(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 mawsoni@ria.army.mil. The data fax number for submission is (309) 782-0717, ATTN: IRENE MAWSON.

(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) The FMS/MAP copies may be submitted to:  
N/A

(End of Clause)

(HS6510)

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**Name of Offeror or Contractor:** CHEROKEE NATION DISTRIBUTORS INC

## CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
2	52.213-1	FAST PAYMENT PROCEDURE	FEB/1998
3	52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	SEP/2002
4	52.232-18	AVAILABILITY OF FUNDS	APR/1984
5	52.246-1	CONTRACTOR INSPECTION REQUIREMENTS	APR/1984
6	52.249-1	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)(SHORT FORM)	APR/1984
7	252.204-7004 DFARS	REQUIRED CENTRAL CONTRACTOR REGISTRATION	NOV/2001
8	252.219-7011 DFARS	NOTIFICATION TO DELAY PERFORMANCE	JUN/1998
9	252.225-7001 DFARS	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	APR/2003
10	252.225-7002 DFARS	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
11	252.225-7010 DFARS	DUTY-FREE ENTRY -- ADDITIONAL PROVISIONS	AUG/2000
12	252.225-7016 DFARS	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	APR/2003
13	252.232-7009 DFARS	MANADATORY PAYMENT BY GOVERNMENTWIDE COMMERCIAL PURCHASE CARD	JUL/2000
14	52.213-4	TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS)	APR/2003

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

Information to be inserted in Paragraph (c):

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

or

[www.acq.osd.mil/dp/dars](http://www.acq.osd.mil/dp/dars)

(IF8001)

15	52.219-5	VERY SMALL BUSINESS SET-ASIDE	MAR/1999
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THIS CLAUSE APPLIES WHEN ORDERS EXCEED \$2,500 AND ARE NOT GREATER THAN \$50,000.00. THE FILL INS WILL BE ENTERED AT TIME OF AWARD.

(a) Definition. Very Small Concern, as used in this clause, means a concern whose headquarters is located within the geographical area served by a designated SBA district (see 13 CFR 125.7(b));which, together with its affiliates, has no more than 15 employees and has average annual receipts that do not exceed \$1million.

(b) Eligibility. (1) Only those firms headquartered in the  
-1- Small Business Administration (SBA) district are eligible for this acquisition.

(2) Offers or quotations under this acquisition are solicited from very small business concerns only. Offers that are from other than an eligible very small business concern shall not be considered and shall be rejected. The offeror represents that it is an eligible very small business concern by submission of an offer or quotation.

(c) Agreement. A very small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. As used in this clause, the term United States includes its territories and possessions, the Commonwealth of Puerto Rico, the trust territory of the Pacific islands, and the District of Columbia.

(End of clause)

IF6038)

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16                    52.219-5                    VERY SMALL BUSINESS SET-ASIDE - ALTERNATE II                    MAR/1999

THIS CLAUSE APPLIES WHEN THE TOTAL AMOUNT OF CONTRACT DOES NOT EXCEED \$25,000.00. FILL INS WILL BE ADDED AT THE TIME OF ORDERS.

(a) Definition. Very Small Concern, as used in this clause, means a concern whose headquarters is located within the geographical area served by a designated SBA district (see 13 CFR 125.7(b)); which, together with its affiliates, has no more than 15 employees and has average annual receipts that do not exceed \$1million.

(b) Eligibility. (1) Only those firms headquartered in the -1- Small Business Administration (SBA) district are eligible for this acquisition.

(2) Offers or quotations under this acquisition are solicited from very small business concerns only. Offers that are from other than an eligible very small business concern shall not be considered and shall be rejected. The offeror represents that it is an eligible very small business concern by submission of an offer or quotation.

(c) Agreement. A very small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by domestic firms in the United States. As used in this clause, the term United States includes its territories and possessions, the Commonwealth of Puerto Rico, the trust territory of the Pacific islands, and the District of Columbia.

(End of clause)

(IF6040)

17                    252.219-7009                    SECTION 8(A) DIRECT AWARD                    MAR/2002  
DFARS

(a) This contract is issued as a direct award between the contracting office and the 8(a) Contractor pursuant to the Partnership Agreement dated February 1, 2002, between the Small Business Administration (SBA) and the Department of Defense. Accordingly, the SBA, even if not identified in Section A of this contract, is the prime contractor and retains responsibility for 8(a) certification, for 8(a) eligibility determinations and related issues, and for providing counseling and assistance to the 8(a) Contractor under the 8(a) Program. The cognizant SBA district is: OKLAHOMA DISTRICT OFFICE, 210 PARK AVENUE, SUITE 1300, ATTN: LINDA FUGATE (EXT 231), OKLAHOMA CITY, OK 73102, PHONE (405)231-5521, FAX (405) 231-4876.

(b) The contracting office is responsible for administering the contract and for taking any action on behalf of the Government under the terms and conditions of the contract; provided that the contracting office shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting office also shall coordinate with the SBA prior to processing any novation agreement. The contracting office may assign contract administration functions to a contract administration office.

(c) The 8(a) Contractor agrees that -

(1) It will notify the Contracting Officer, simultaneous with its notification to the SBA (as required by SBA's 8(a) regulations at 13 CFR 124.308), when the owner or owners upon whom 8(a) eligibility is based plans to relinquish ownership or control of the concern. Consistent with Section 407 of Pub. L. 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control; and

(2) It will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.

(End of clause)

(IA6725)

18                    52.219-17                    SECTION 8(a)AWARD                    DEC/1996

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

(1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions

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**Name of Offeror or Contractor:** CHEROKEE NATION DISTRIBUTORS INC

by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(2) Except for novation agreements and advance payments, delegates to TACOM-Rock Island, the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) To notify the TACOM-Rock Island Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the Disputes clause of the subcontract.

(b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the cognizant Contracting Officer of TACOM-Rock Island.

(End of clause)

(IF7097)

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## LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT DATA REQUIREMENT LIST DD FORM 1423 FOR ALL ITEMS		001	
Attachment 001	LIST OF ITEMS		001	
Attachment 002	5995-00-071-4483, 8619402-1, SECTION C, D,	10-JAN-2003	002	
Attachment 003	5995-01-341-0000, 12549883, SECTION C, D	07-JAN-2003	002	
Attachment 004	5995-01-392-2176, 12548344-2, SECTION C, D	07-JAN-2003	007	
Attachment 005	6150-01-044-2415, 12257445, SECTION C, D	30-JAN-2003	002	
Attachment 006	6150-01-044-7832, 12257429, SECTION C, D	18-JUN-2002	003	
Attachment 007	6150-01-063-6263, SM-D-805152, SECTION C, D	05-JUN-2002	002	
Attachment 008	6150-01-078-1217, 12281124, SECTION C (REVA) D	01-AUG-2002	003	
Attachment 009	6150-01-374-5498, 12931504, SECTION C, D	30-JUL-2002	004	
Attachment 010	6150-01-391-1052, 12324530-2, SECTION C, D	17-DEC-2002	004	
Attachment 011	6150-01-391-1053, 12324407, SECTION C, D	02-DEC-2002	005	
Attachment 012	6150-01-391-4929, 12324531-2, SECTION C, D	11-DEC-2002	004	
Attachment 013	6150-01-391-4932, 12325511-2, SECTION C, D	09-SEP-2002	004	
Attachment 014	6150-01-391-8455, 12287206-2, SECTION C, D	18-NOV-2002	006	
Attachment 015	6150-01-392-0063, 12937479-2, SECTION C, D	09-DEC-2002	005	
Attachment 016	6150-01-393-3723, 12324468-2, SECTION C, D	20-DEC-2002	005	
Attachment 017	6150-01-393-3726, 12324470-2, SECTION C, D	15-NOV-2002	005	
Attachment 018	6150-01-394-1713, 12325514-2, SECTION C, D	07-NOV-2002	003	
Attachment 019	DOCUMENT SUMMARY LIST FOR ALL ITEMS		001	