



**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 2 of 7****PIIN/SIIN** DAAE20-03-A-0031**MOD/AMD** P00005**Name of Offeror or Contractor:** CHEROKEE NATION DISTRIBUTORS, INC

## SECTION A - SUPPLEMENTAL INFORMATION

1. THE PURPOSE OF THIS MODIFICATION IS TO ADD ADDITIONAL WIRING HARNESSSES AND CABLES TO THE EXISTING BLANKET PURCHASE AGREEMENT (BPA).
2. A SPREAD SHEET WITH THESE ITEMS CAN BE FOUND AT ATTACHMENT 051.
3. THE SECTION C, D, DOCUMENT SUMMARY LIST AND CONTRACT DATE REQUIREMENTS LIST (CDRL) CAN BE FOUND AS ATTACHMENTS 051 - 055.
4. THE BREAKOUT WITH THE ATTACHMENTS CAN BE FOUND IN SECTION J.
5. SOME ITEMS MAY CONTAIN SOURCE CONTROLLED DRAWINGS.
6. EF6002 (FAR 52.246-11) QUALITY MANAGEMENT SYSTEMS-REQUIREMENTS, ISO 9001: 2000, DATED 13 DEC 2000, TAILORED BY EXCLUDING PARAGRAPHS 7.3, 7.4, 7.5.1, AND 7.5.2 A APPLIES NSNS: 6150-01-078-7761, 5995-01-189-7722 AND 6150-01-410-7425.
7. EF6002 (FAR 52.246-11) QUALITY MANAGEMENT SYSTEMS-REQUIREMENTS, ISO 9001: 2000, DATED 13 DEC, TAILORED BY EXCLUDING PARAGRAPH 7.3 APPLIES TO NSN: 6150-01-512-1352.
8. THIS MODIFICATION ALSO ADDS NEW CLAUSES.
9. SOME ITEMS MAY CONTAIN OPTIONS. SEE OPTION CLAUSE IF6080 (52.217-6).
10. AS A REMINDER, REQUEST ALL QUOTES BE VALID FOR 120 DAYS.
11. ALL OTHER TERMS AND CONDITIONS OF THE BPA REMAIN UNCHANGED.

\*\*\* END OF NARRATIVE A 006 \*\*\*

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 3 of 7**

PIIN/SIIN DAAE20-03-A-0031

MOD/AMD P00005

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

## SECTION E - INSPECTION AND ACCEPTANCE

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1 ADDED	52.246-4528 TACOM-RI	REWORK AND REPAIR OF NONCONFORMING MATERIAL	MAY/1994

a. Rework and Repair are defined as follows:

(1) Rework - The reprocessing of nonconforming material to make it conform completely to the drawings, specifications or contract requirements.

(2) Repair - The reprocessing of nonconforming material in accordance with approved written procedures and operations to reduce, but not completely eliminate, the nonconformance. The purpose of repair is to bring nonconforming material into a usable condition. Repair is distinguished from rework in that the item after repair still does not completely conform to all of the applicable drawings, specifications or contract requirements.

b. Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to the Government Quality Assurance Representative (QAR) for review prior to implementation. Rework procedures are subject to the QAR's disapproval.

c. Repair procedures shall be documented by the Contractor and submitted on a Request for Deviation/Waiver, to the Contracting Officer for review and written approval prior to implementation.

d. Whenever the Contractor submits a repair or rework procedure for Government review, the submission shall also include a description of the cause for the nonconformances and a description of the action taken or to be taken to prevent recurrence.

e. The rework or repair procedure shall also contain a provision for reinspection which will take precedence over the Technical Data Package requirements and shall, in addition, provide the Government assurance that the reworked or repaired items have met reprocessing requirements.

(End of Clause)

(ES7012)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>		<b>Page 4 of 7</b>
	PIIN/SIIN DAAE20-03-A-0031	MOD/AMD P00005	

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

SECTION F - DELIVERIES OR PERFORMANCE

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1 ADDED	52.247-34	F.O.B. DESTINATION	NOV/1991
F-2 ADDED	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999
F-3 ADDED	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 DCMA.

(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 of contact.

(End of Clause)

(FS7240)

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

Page 5 of 7

PIIN/SIIN DAAE20-03-A-0031

MOD/AMD P00005

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

## SECTION I - CONTRACT CLAUSES

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1 ADDED	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE - ALTERNATE II	MAR/2004
I-2 ADDED	52.219-7	NOTICE OF PARTIAL SMALL BUSINESS SET-ASIDE - ALTERNATE II	MAR/2004
I-3 ADDED	252.219-7005	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE - ALTERNATE A	DEC/2003
I-4 ADDED	252.242-7003 DFARS	APPLICATION FOR U.S. GOVERNMENT SHIPPING	DEC/1991
I-5 CHANGED	52.217-6	EVALUATED OPTION FOR INCREASED QUANTITY THIS CLAUSE APPLIES WHEN AND ONLY WHEN THE TOTAL DOLLARS ARE UNDER \$100,000.00	MAR/1990

a. This BLANKET PURCHASE AGREEMENT (BPA) MAY include evaluated options. The contractor will be notified of these options when price quotes are requested.

b. The Government reserves the right to increase the quantity of item(s) by a quantity of up to and including but not exceeding the percent indicated in the request for quote email. The quotes will require a quote for the basic and any option quantities if required.

c. If the Contractor does not quote a price for the option in the email, the lowest price offered/bid for the basic item(s)/requirement shall be the price used for evaluation/award of any option quantities. All evaluation factors identified in the solicitation, except F.O.B. origin transportation costs, will be applied to the option quantity for evaluation purposes.

d. The Contracting Officer may exercise the evaluated option at any time preceding expiration of the contract by giving written notice to the Contractor.

e. Delivery of the items added by exercise of this option shall continue immediately after, and at the same rate as delivery of like items called for under the contract, unless the parties agree otherwise.

f. Subject to the limitations contained in this clause, the Government may exercise this option on one or more occasions.

Varying prices may be offered for the option quantities actually ordered and the dates when ordered. In as much as the unit price for the basic quantity may contain starting, load, testing, tooling, transportation or other costs not applicable to option quantities, offerors are requested to take these factors into consideration while setting forth the unit price(s) for the option quantities. The option price is expected (but not required) to be lower than the unit price for the initial quantity.

(End of Clause)

(IF6080)

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 6 of 7**

PIIN/SIIN DAAE20-03-A-0031

MOD/AMD P00005

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

## SECTION J - 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 051	LIST OF NEW ITEMS FOR THE BPA	17-SEP-2004	001	
Attachment 052	6150-01-078-7761, 12271658, SEC C, D, DSL, CDRL	14-JAN-2004	008	
Attachment 053	5995-01-187-7722, 12324533, SEC C, D, DSL, CDRL	25-MAR-2004	009	
Attachment 054	6150-01-410-7425, 12287222-2, SEC C, D, DSL, CDRL	27-JUL-2004	009	
Attachment 055	6150-01-512-1352, 12937590-2, SEC C, D, DSL, CDRL	07-JUL-2004	009	

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 7 of 7</b>
	PIIN/SIIN DAAE20-03-A-0031      MOD/AMD P00005	

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

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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L-1 ADDED	52.208-4500 TACOM RI	ACQUISITION OF FEDERAL PRISION INDUSTRIES ITEMS FOR SIMPLIFIED ACQUISITION PROCEDURES (SAP)	JAN/2003
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(a) In accordance with FAR 8.602 and DFARS 208.602, the supplies covered by this solicitation are determined to be products furnished by Federal Prison Industries (FPI). This solicitation will constitute market research as well as the instrument to evaluate for award.

(b) Unless quotations/proposals received demonstrate that FPI's product is not comparable to products available from the private sector in price, quality, and time of delivery, award will be made to FPI.

(c) Notwithstanding the inclusion of any set-aside provision or clause in this solicitation, award may be made to FPI, even if this solicitation is subject to a set-aside provision.

(d) By signing an award resulting from this solicitation, the contracting officer signifies that a comparability determination has been made.

(End of Provision)

(LS7024)