

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS				1. Requisition Number SEE SCHEDULE		Page 1 Of 11		
Offeror To Complete Block 12, 17, 23, 24, & 30								
2. Contract No. DAAE20-03-D-0123		3. Award/Effective Date 2003JUN24		4. Order Number		5. Solicitation Number		
7. For Solicitation Information Call:		A. Name RICHARD J 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 checked="" 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		13b. Rating DOC9		
				<input type="checkbox"/> Small Disadv Business		14. Method Of Solicitation		
<input type="checkbox"/> 8(A)		SIC:		<input type="checkbox"/> RFQ		<input type="checkbox"/> IFB		
<input type="checkbox"/> Size Standard:				<input type="checkbox"/> RFP				
15. Deliver To SEE SCHEDULE		Code		16. Administered By DCMA DALLAS 1200 MAIN STREET DALLAS TX 75202-4399		Code S4402A		
Telephone No.								
17. Contractor/Offeror MEGGER 4271 BRONZE WAY DALLAS, TX. 75237-1088		Code 00426		Facility		18a. Payment Will Be Made By DFAS COLUMBUS CENTER DFAS-CO/WEST ENTITLEMENT OPERATIONS PO BOX 182381 COLUMBUS OH 43218-2381		
Telephone No.						Code HQ0339		
<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	23. Unit Price	
		SEE SCHEDULE Contract Expiration Date: 2008MAY31 (Attach Additional Sheets As Necessary)						
25. Accounting And Appropriation Data						26. Total Award Amount (For Govt. Use Only) \$0.00		
<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 <u>2</u> Copies <input checked="" 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.				29. Award Of Contract: Reference _____ Offer <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 J LEWIS /SIGNED/ LEWISH@RIA.ARMY.MIL (309)782-3506		31c. Date Signed		
32a. Quantity In Column 21 Has Been <input type="checkbox"/> Received <input type="checkbox"/> Inspected <input type="checkbox"/> Accepted And Conforms To The Contract Except As Noted				33. Ship Number		34. Voucher Number	35. Amount Verified Correct For	
32b. Signature Of Authorized Government Representative				32c. Date		<input type="checkbox"/> Partial	<input type="checkbox"/> Final	
						36. Payment <input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final		37. Check Number
41a. I Certify This Account Is Correct And Proper For Payment				41b. Signature And Title Of Certifying Officer		41c. Date		38. S/R Account Number
								39. S/R Voucher Number
41b. Signature And Title Of Certifying Officer				41c. Date		42a. Received By (Print)		
						42b. Received At (Location)		
41b. Signature And Title Of Certifying Officer				41c. Date		42c. Date Recd (YYMMDD)	42d. Total Containers	

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Name of Offeror or Contractor:

SUPPLEMENTAL INFORMATION

1. This 5 year Indefinite Delivery Indefinite Quantity contract is awarded for the Relay Test Set, NSN 6625-01-501-0483, Manufacturer's Catalog No 10E3T3N-1/60, the Advanced Visual Test Software (AVTS), Catalog No 10091P, Watertight Transit Case, and AVTS Training Course 43, for a total unit price of \$50,602.00 each.
2. A pricing sheet showing the price breakdown is at Addendum 001. These prices are in effect for the entire length of the contract and apply to all quantities to be purchased under this contract.
3. The contractor will provide training for each Relay Test Set acquired under this contract through the AVO Training Institute in Dallas, TX. The unit price of this training is \$1,895.00 each, which is already included in the unit price of \$50,602.00 as shown in Addendum 001. Each Relay Test Set delivered by the contractor should include information on the training to be provided by the contractor under this contract. At a minimum, this information should include a statement that the training is part of the contract, the training is held at the AVO Training Institute in Dallas, TX, and that it is the responsibility of the user to contact the contractor in order to schedule the training. Transportation and accommodations to attend the training are the responsibility of the user.
4. A limited Contractor first article test is required IAW paragraph 4.2 of Description for Purchase (DFP) 411, dated 23 Jan 2003 (Addendum 002). All test requirements contained in Table III of paragraph 4.3.1 are waived except for Transit Case Drop, para 3.8; Watertight Transit Case, para 3.9.1.4; and Salt Spray (Fog), para 3.9.1.5. In addition, the contractor will recertify the unit for ESD discharge at 8Kv IAW Table I of para 3.9.1.6. The government quality assurance representative will witness the Transit Case Drop test at the contractor's facility. The Watertight Transit Case and Salt Spray (Fog) tests will be performed by independent test facilities and the test results shall be submitted to the government for approval. The total price for these tests and recertification is \$2,800.00. A price breakdown for the tests is included on the pricing sheet at Addendum 001. The First Article Test requirement will be awarded under Delivery Order 0001.
5. This contract contains 5 ordering periods as follows:

Ordering Period #1: Date of Award thru 31 May 04
Ordering Period #2: 01 Jun 04 thru 31 May 05
Ordering Period #3: 01 Jun 05 thru 31 May 06
Ordering Period #4: 01 Jun 06 thru 31 May 07
Ordering Period #5: 01 Jun 07 thru 31 May 08
6. The guaranteed minimum quantity under this contract is 2 each Relay Test Sets. The government is not obligated to order any quantities beyond the guaranteed minimum. The contract maximum quantity to be ordered under this contract is 12 each Relay Test Sets.
7. The following FAR clauses are applicable and are part of this contract: Ordering, 52.216-18; Order Limitations, 52.216-19; and Indefinite Delivery, Indefinite Quantity type contracts, 52.216-22.
8. Warranty: The manufacturer's standard commercial 2 year warranty for the model purchased is incorporated into this contract as Addendum 003.
9. Inspection and Acceptance is at source (contractor's facility), and FOB is Destination to Rock Island, IL. Packing and packaging shall be in accordance with best commercial practices.
10. Marking shall be IAW para 5.2 of DFP 411, 23 Jan 2003 (Addendum 002).
11. All delivery orders will be issued unilaterally by the government. Upon award, Delivery Order 0001 will be placed for the Contractor First Article Test, and the guaranteed minimum contract order quantity. The delivery schedule for Delivery Order 0001 requires first article testing and submittal of the first article test report 45 days after award. Delivery of production quantities placed on Delivery Order 0001 shall commence 30 days after approval of first article. Deliveries on all subsequent delivery orders shall be for production quantities and will not include the price for First Article Test. Deliveries beginning with Delivery Order 0002 shall commence within 30 days after receipt of electronic/facsimile delivery order at a rate of at least 2 each per month. Early deliveries are authorized if made at no additional cost to the government.
12. The full text of FAR Clause 52.212-4, Contract Terms and Conditions - Commercial Items is included as Addendum 004. For those FAR/DFAR clauses incorporated by reference, the full text can be accessed at www.arnet.gov/far.

*** END OF NARRATIVE A 001 ***

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Name of Offeror or Contractor:

INSPECTION AND ACCEPTANCE

1. Paragraph 4.2.1 of Description for Purchase (DFP) 411, 23 Jan 2003, calls for submission of a first article sample to be tested IAW with Table III of para 4.3.1.

2. All test requirements contained in Table III of para 4.3.1 are waived except for the Transit Case Drop, para 3.8; Watertight Transit Case, para 3.9.1.4; and Salt Spray (Fog), para 3.9.1.5. In addition, the contractor will recertify the unit for ESD Discharge at 8Kv IAW Table I of para 3.9.1.6.

3. In the event that a Watertight Transit Case of a different model number or manufacturer is to be provided other than the Transit Case submitted with the first article sample, the contractor shall retest the Transit Case IAW para 3.9.1.4 of the DFP and provide the test results to the government for approval.

4. The contractor, in the event of product changes that will substantially alter any product specifications or performance characteristics, shall immediately notify the government so that a determination can be made as to whether the product continues to meet the government's requirements.

5. The contractor shall provide to the Contracting Officer at least 15 calendar days advance notice of the scheduled date for inspection and acceptance, and for witness of the Transit Case Drop test. A First Article Test Report shall be compiled by the contractor documenting the results of the Transit Case Drop test, and shall also include the test results from those tests performed by independent test facilities. Two copies of the First Article Test Report shall be submitted with DD Form 1222, Request for and Results of Test, to the Contracting Officer, Mr. Howard Lewis, TACOM-RI, AMSTA-LC-CTR-E/Bldg 104, Rock Island, IL 61299-7630. Email address is: lewish@ria.army.mil, or FAX to (309) 782-2302.

*** END OF NARRATIVE E 001 ***

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Name of Offeror or Contractor:

DELIVERIES OR PERFORMANCE

	<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
3	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999
4	52.247-4531 TACOM-RI	COGNIZANT TRANSPORTATION OFFICER	MAY/1993

(a) The contract administration office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:

(1) Submit, as necessary, DD Form 1659, Application for U.S. Government Bill(s) of Lading/Export Traffic Release, in triplicate at least ten days prior to date supplies will be available for shipment;

(2) Obtain shipping instructions as necessary for F.O.B. Destination delivery; and

(3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and movement control, including air and water terminal clearances.

(4) For FMS, at least 10 days in advance of actual shipping date the contractor should request verification of ''Ship to'' and ''Notification'' address from the appropriate DCMAO.

(b) The contract administration office will provide to the contractor data necessary for shipment marking and freight routing.

(c) The contractor shall not ship directly to a Military air or water port terminal without authorization by the designated point of contact.

(End of Clause)

(FS7240)

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Name of Offeror or Contractor:

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 LEWISH@RIA.ARMY.MIL. The data fax number for submission is (309) 782-2302, ATTN: MR. HOWARD LEWIS.

(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) N/A

(End of Clause)

(HS6510)

2	52.247-4545 TACOM-RI	PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION	MAY/1993
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The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

For contracts involving F.O.B. Origin shipments furnish the following rail information:

Does Shipping Point have a private railroad siding? ____ YES ____ NO

If YES, give name of rail carrier serving it: _____

If NO, give name and address of nearest rail freight station and carrier serving it:

Rail Freight Station Name and Address: _____

Serving Carrier: _____

(End of Clause)

(HS7600)

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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	252.204-7004 DFARS	REQUIRED CENTRAL CONTRACTOR REGISTRATION	NOV/2001
3	252.246-7000 DFARS	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
4	52.212-5	IF6274 WAS DELETED 10 JUN 03 AND REPLACED BY IF6276, CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS	APR/2003

(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).

____(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).

___X_(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).

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(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).

(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

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the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within TEN days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

(IP6029)

7 52.216-22 INDEFINITE QUANTITY OCT/1995

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 30 JUN 08.

(End of clause)

(IP6036)

8 252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR JUN/2003
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).

____ 252.219-7003 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 (Apr 2003)(41 U.S.C. 10a-10d, E.O. 10582).

____ 252.225-7012 Preference for Certain Domestic Commodities (Feb 2003)(10 U.S.C.2533a note)

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252.225-7014 Preference for Domestic Speciality Metals (Apr 2003) (10 U.S.C. 2533a note).

252.225-7015 Restriction on Acquisitor of Hand or Measuring Tools (Apr 2003)(10 U.S.C. 2533a note).

252.225-7016 Restriction on Acquisition of Ball and Roller Bearings(Apr 2003)

(Alternate I)(Apr 2003) (10 U.S.C. 2534 and Section 8099 of Public Law 104-61 and similar sections in subsequent DoD appropriations acts).

252.225-7021 Trade Agreements (Apr 2003)(19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (Apr 2003)(22 U.S.C. 2779)

252.225-7028 Exclusionary Policies and Practices of Foreign Governments (Apr 2003)(22 U.S.C. 2755).

252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (Apr 2003) (Alternate I)(Apr 2003) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

252.225-7038 Restriction on Acquisition of Air Circuit Breakers (Apr 2003_ (10 U.S.C. 2534(a)(3)).

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).

252.232-7003 Electronic Submission of Payment Requests (Mar 2003) (10 U.S.C.2227)

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 (Apr 2003)(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)

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Name of Offeror or Contractor:

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	PRICING SHEET	23-JAN-2003	001	
Attachment 002	DESCRIPTION FOR PURCHASE 411	23-JAN-2003	031	
Attachment 003	CONTRACTOR'S PRODUCT WARRANTY		002	
Attachment 004	FAR 52.212-4 CONTRACT TERMS & CONDITIONS	10-JAN-2001	003	