

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b>				<b>1. Requisition Number</b> SEE SCHEDULE		<b>Page</b> 1 <b>Of</b> 18	
<b>Offeror To Complete Block 12, 17, 23, 24, &amp; 30</b>							
<b>2. Contract No.</b> DAAE20-03-P-0254		<b>3. Award/Effective Date</b> 2003MAR25		<b>4. Order Number</b>		<b>5. Solicitation Number</b>	
<b>7. For Solicitation Information Call:</b>		<b>A. Name</b> BOBBIE STEGALL		<b>B. Telephone Number (No Collect Calls)</b> (309)782-3618		<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> STEGALLB@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> SEE SCHEDULE		<b>Code</b>		<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> SNC TECHNOLOGIES CORP 65 SANDSCREEN RD PO BOX 576 AVON CT 06001		<b>Code</b> 0X633 <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>				Payment will be made by Electronic Funds Transfer			
<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)				FMS REQUIREMENT	
<b>25. Accounting And Appropriation Data</b> ACRN: AA 9711 X8242PIO1X6V6V01VAH 05631E1PIS11116 W52H09				<b>26. Total Award Amount (For Govt. Use Only)</b> \$247,972.50			
<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 <u>2</u> Copies</b>				<b>29. Award Of Contract: Reference _____ Offer</b>			
<input checked="" 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>				<input type="checkbox"/> <b>Dated _____ Your Offer On Solicitation (Block 5) Including Any Additions Or Changes Which Are Set Forth Herein Is Accepted As To Items:</b>			
<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> SUZANNE K MCGREGOR /SIGNED/ MCGREGORS@RIA.ARMY.MIL (309)782-3127		<b>31c. Date Signed</b>	
<b>32a. Quantity In Column 21 Has Been</b>				<b>33. Ship Number</b>		<b>34. Voucher Number</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>				<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>		<b>37. Check Number</b>	
				<input type="checkbox"/> <b>Complete</b> <input type="checkbox"/> <b>Partial</b> <input type="checkbox"/> <b>Final</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>	

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAE20-03-P-0254 <b>MOD/AMD</b>	<b>Page</b> 2 <b>of</b> 18
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**Name of Offeror or Contractor:** SNC TECHNOLOGIES CORP

SUPPLEMENTAL INFORMATION

1. This purchase order is issued for an urgent procurement of the following items for FMS Case VAH:

(A) 0001AA - 230 each M4 Conversion Kits, Simunition Model #5305655 (FX M4A1 Flattop Conversion Kit w/o Carryhandle Rear Sight Assembly) includes one 20 Round Magazine. 200 each M4 Conversion Kits to be shipped 30 days after receipt of order. The balance of 30 M4 Conversion Kits to be shipped within 90 days after receipt of order.

(B) 0002AA - 230 each M1911A1 Conversion Kits to be provided as follows: 144 each M1911A1 Conversion Kits, Simunition Model #5306401 (FX 01911 Conversion Kit) includes one 9 Round Magazine) and 39 each M1911A1 Conversion Kits, Simunition Model #5305810 (FX 01911 Conversion Kit) includes one 9 Round Magazine). The balance of 47 each M1911A1 Conversion Kits, Simunition Model #5306401 shall be shipped within 150 days after receipt of order.

(C) 0003AA - 850 each M4 Magazines, Simunition Model #5308310SP (FX M4/M16 Conversion Kit Magazine, 20 Round capacity).

(D) 0004AA - 850 each M1911A1 Magazines, Simunition Model #5305801SP (9MM Magazine for 01911 Conversion Kit).

2. SPECIAL SHIPPING INSTRUCTIONS. If items are in stock, contact DCMC Hartford for shipping instructions. If items are not in stock and available for immediate shipment, ship to the Mark For address shown in Section B - Supplies/Services page for Anniston Army Depot. If only partial quantities are available, ship that quantity immediately and ship the remaining quantity to Anniston Army Depot when available.

3. Earlier/partial deliveries are acceptable at no additional cost to the Government.

4. The total dollar value of this order is \$247,972.50.

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

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN DAAE20-03-P-0254 MOD/AMD

Name of Offeror or Contractor: SNC TECHNOLOGIES CORP

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																					
0001	SUPPLIES OR SERVICES AND PRICES/COSTS  NSN: Interim Control Number FSCM: 0X633 PART NR: 5305655 SECURITY CLASS: Unclassified																									
0001AA	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: SIMUNITION M4 CONVERSION KIT                      PRON: J53AAG66M1 PRON AMD: 01 ACRN: AA                      AMS CD: VAH056                      CUSTOMER ORDER NO: PIVAH056                      FMS CASE IDENTIFIER: PI-B-VAH</p> <p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:                      SEE SECTION D - PACKAGING REQUIREMENTS                      UNIT PACK: EA                      LEVEL PRESERVATION: Commercial                      LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Certificate of Conformance                      ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u>                      DOC SUPPL  <table border="1" data-bbox="264 1234 846 1262"> <thead> <tr> <th>REL CD</th> <th>MILSTRIP</th> <th>ADDR</th> <th>SIG CD</th> <th>MARK FOR</th> <th>TP CD</th> </tr> </thead> <tbody> <tr> <td>001</td> <td>BPIE9N30559009</td> <td>BXXVAH</td> <td>M</td> <td>BPIE00</td> <td>1</td> </tr> </tbody> </table> <table border="1" data-bbox="264 1289 769 1444"> <thead> <tr> <th>DEL REL CD</th> <th>QUANTITY</th> <th>DEL DATE</th> </tr> </thead> <tbody> <tr> <td>001</td> <td>200</td> <td>03-APR-2003</td> </tr> <tr> <td>002</td> <td>30</td> <td>02-JUN-2003</td> </tr> </tbody> </table>                     PROJ CD BRK BLK PT                      BPIE00</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>Contact DCMA for shipping instructions</u></p> <p>MARK FOR: DEF DIST DEPOT ANNISTON DDAA                      TEL 256 235 7546 OR 6031                      BLDG 360 7 FRANKFORD AVE                      ANNISTON AL 36201-4199</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u>                      DAAE20-03-P-0254/0000</p>	REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	001	BPIE9N30559009	BXXVAH	M	BPIE00	1	DEL REL CD	QUANTITY	DEL DATE	001	200	03-APR-2003	002	30	02-JUN-2003	230	EA	\$ 540.75000	\$ 124,372.50
REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD																					
001	BPIE9N30559009	BXXVAH	M	BPIE00	1																					
DEL REL CD	QUANTITY	DEL DATE																								
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0002	NSN: Interim Control Number																									

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Reference No. of Document Being Continued  
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Name of Offeror or Contractor: SNC TECHNOLOGIES CORP

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																	
0002AA	FSCM: OX633 PART NR: 5306401 SECURITY CLASS: Unclassified  <u>PRODUCTION QUANTITY</u>  NOUN: SIMUNITION M1911A1 CONV KIT PRON: J53AAG67M1 PRON AMD: 01 ACRN: AA AMS CD: VAH056 CUSTOMER ORDER NO: PIVAH056 FMS CASE IDENTIFIER: PI-B-VAH  <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE SECTION D - PACKAGING REQUIREMENTS LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial  <u>Inspection and Acceptance</u> INSPECTION: Certificate of Conformance 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>BPIE9N30559010</td> <td>BXXVAH</td> <td>M</td> <td>BPIE00</td> <td>1</td> </tr> <tr> <td></td> <td><u>PROJ CD</u></td> <td><u>BRK</u></td> <td><u>BLK</u></td> <td><u>PT</u></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td>BPIE00</td> <td></td> </tr> </table> <table border="0"> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> </tr> <tr> <td>001</td> <td>144</td> <td>03-APR-2003</td> </tr> <tr> <td>002</td> <td>47</td> <td>04-AUG-2003</td> </tr> </table> FOB POINT: Origin  SHIP TO: <u>Contact DCMA for shipping instructions</u>  MARK FOR: DEF DIST DEPOT ANNISTON DDAA TEL 256 235 7546 OR 6031 BLDG 360 7 FRANKFORD AVE ANNISTON AL 36201-4199  <u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE20-03-P-0254/0000	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	BPIE9N30559010	BXXVAH	M	BPIE00	1		<u>PROJ CD</u>	<u>BRK</u>	<u>BLK</u>	<u>PT</u>						BPIE00		<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>	001	144	03-APR-2003	002	47	04-AUG-2003	191	EA	\$ 309.00000	\$ 59,019.00
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>																																	
001	BPIE9N30559010	BXXVAH	M	BPIE00	1																																	
	<u>PROJ CD</u>	<u>BRK</u>	<u>BLK</u>	<u>PT</u>																																		
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001	144	03-APR-2003																																				
002	47	04-AUG-2003																																				
0002AB	<u>PRODUCTION QUANTITY</u>  NOUN: SIMUNITION M1911A1 CONV KIT PRON: J53AAG67M1 PRON AMD: 01 ACRN: AA AMS CD: VAH056 CUSTOMER ORDER NO: PIVAH056	39	EA	\$ 309.00000	\$ 12,051.00																																	

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0003	<p>NSN: Interim Control Number                      FSCM: OX633                      PART NR: 5308310SP                      SECURITY CLASS: Unclassified</p>																																		
0003AA	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: SIMUNITION M4 MAGAZINES                      PRON: J53AAG68M1 PRON AMD: 01 ACRN: AA                      AMS CD: VAH056                      CUSTOMER ORDER NO: PIVAH056                      FMS CASE IDENTIFIER: PI-B-VAH</p> <p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:                      SEE SECTION D - PACKAGING REQUIREMENTS                      LEVEL PRESERVATION: Commercial</p>	850	EA	\$ 30.90000	\$ 26,265.00																														

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Name of Offeror or Contractor: SNC TECHNOLOGIES CORP

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Certificate of Conformance                      ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u>                      DOC SUPPL  <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u>                      001 BPIE9N30559011 BXXVAH M BPIE00 1  <u>PROJ_CD BRK BLK_PT</u>                      BPIE00  <u>DEL REL CD QUANTITY DEL DATE</u>                      001 850 03-APR-2003</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>Contact DCMA for shipping instructions</u></p> <p>MARK FOR: DEF DIST DEPOT ANNISTON DDAA                      TEL 256 235 7546 OR 6031                      BLDG 360 7 FRANKFORD AVE                      ANNISTON AL 36201-4199</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u>                      DAAE20-03-P-0254/0000</p>				
0004	<p>NSN: Interim Control Number                      FSCM: OX633                      PART NR: 5305801SP                      SECURITY CLASS: Unclassified</p>				
0004AA	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: SIMUNITION M1911A1 MAGAZINE                      PRON: J53AAG69M1 PRON AMD: 01 ACRN: AA                      AMS CD: VAH056                      CUSTOMER ORDER NO: PIVAH056                      FMS CASE IDENTIFIER: PI-B-VAH</p> <p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:                      SEE SECTION D - PACKAGING REQUIREMENTS                      LEVEL PRESERVATION: Commercial                      LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Certificate of Conformance                      ACCEPTANCE: Origin</p>	850	EA	\$ 30.90000	\$ 26,265.00

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	<p><u>Deliveries or Performance</u></p> <p>DOC SUPPL</p> <p>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</p> <p>001 BPIE9N30559012 BXXVAH M BPIE00 1</p> <p>PROJ CD BRK BLK PT</p> <p>BPIE00</p> <p>DEL REL CD QUANTITY DEL DATE</p> <p>001 850 03-APR-2003</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>Contact DCMA for shipping instructions</u></p> <p>MARK FOR: DEF DIST DEPOT ANNISTON DDAA                      TEL 256 235 7546 OR 6031                      BLDG 360 7 FRANKFORD AVE                      ANNISTON AL 36201-4199</p> <p>CONTRACT/DELIVERY ORDER NUMBER                      DAAE20-03-P-0254/0000</p>				

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MOD/AMD

**Name of Offeror or Contractor:** SNC TECHNOLOGIES CORP

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1 252.225-7008 DFARS	SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY	MAR/1998

In accordance with paragraph (b) of the Duty-Free Entry clause of this contract, in addition to duty-free entry for all qualifying country supplies (end products and components) and all eligible end products subject to applicable trade agreements (if this contract contains the Buy American Act-Trade Agreements-Balance of Payments Program clause or the Buy American Act-North American Free Trade Agreement Implementation Act-Balance of Payments Program clause), the following foreign end products that are neither qualifying country end products nor eligible end products under a trade agreement, and the following nonqualifying country components, are accorded duty-free entry:

None

(BA6701)

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MOD/AMD

**Name of Offeror or Contractor:** SNC TECHNOLOGIES CORP

## PACKAGING AND MARKING

2 52.211-4503 PACKAGING REQUIREMENTS (COMMERCIAL) FEB/2000  
TACOM-RI

a. The preservation, packing, and marking requirements shall be accomplished in accordance with the performance requirements defined herein.

b. The following Packaging requirements shall apply:

Preservation: COMMERCIAL

Level of Packing: COMMERCIAL

Quantity Per Unit Package: 001

Quantity of Unit Packages Per Intermediate Container: SEE PARAGRAPH (3).

(1) Packaging - Preservation, packaging, packing, unitization and marking furnished by the supplier shall provide protection for a minimum of one year and meet or exceed the following requirements:

(i) Cleanliness - Items shall be free of dirt and other contaminants which would contribute to the deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservatives applied to the item for protection are not considered contaminants.

(ii) Preservation - Items susceptible to corrosion of deterioration shall be provided protection such as preservative coatings, volatile corrosion inhibitors, or desiccated unit packs.

(iii) Cushioning - Items requiring protection from physical and mechanical damage (e.g., fragile, sensitive, material critical) or which could cause physical damage to other items, shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handling and shipment.

(2) Unit package:

(i) Unit Package - A unit package shall be so designed and constructed that it will contain the contents with no damage to the item(s), and with minimal damage to the unit pack during shipment and storage in the shipping container, and will allow subsequent handling. The outermost component of a unit package shall be a container such as a sealed bag, carton, or box.

(ii) Unit Package Quantity - Unless otherwise specified, the unit package quantity shall be one each part, set assembly, kit, etc.

(3) Intermediate Package:

(i) Intermediate packaging is required whenever the quantity is over one (1) gross of the same national stock number and when such use enhances handling and inventorying, or whenever the exterior surfaces of the unit pack is a bag of any type, regardless of the size, or whenever the unit pack is less than 64 cubic inches, or when the weight of the unit pack is under five (5) pounds and no dimension is over twelve (12) inches. Intermediate containers shall be limited to a maximum of 100 unit packs, a net load of 40 pounds, or a maximum volume of 1.5 cubic feet, whichever occurs first.

(4) Packing:

(i) Unit packages and intermediate packages not meeting the requirements for a shipping container shall be packed in shipping containers. All shipping containers shall be the most cost effective and shall be of minimum cube to contain and protect the items.

(ii) Shipping Containers - The shipping container (including any necessary blocking, bracing, cushioning, or waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination at the lowest tariff cost. The shipping container shall be capable of multiple handling, stacking at least ten feet high, and storage under favorable conditions (such as enclosed facilities) for a minimum of one year.

c. Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall not exceed 4,000 pounds and should not exceed 52 inches in length or width, or 54 inches in height. The load shall be contained in a manner that will permit safe handling during shipment and storage.

d. Marking: All unit packages, intermediate packs, exterior shipping containers, and as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision N, Date 15 May 97, including bar coding, see AIM-BC1, Uniform Symbolology Specification (USS)-39,

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Document Number X5-2. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract or not. Special markings include, but are not limited to, shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive material will not identify the nature of the material.

e. Hazardous Materials: In addition to the general instructions listed above, hazardous materials or items as defined in CFR Title 49 are also subject to all applicable Department of Transportation regulations for packaging/packing, marking, labeling, container certification, and transport as listed in Code of Federal Regulations Title 49, Parts 100-180. If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers.

f. Quality Assurance: The contractor is responsible for establishing a quality system. Full consideration to examinations, inspections, and tests will be given to ensure the acceptability of the commercial package.

g. SUPPLEMENTAL INSTRUCTIONS: The shipping container(s) shall be in accordance with ASTM D 5118, CLASS: "WEATHER RESISTANT".

(End of clause)

(DS6413)

## INSPECTION AND ACCEPTANCE

3	52.246-15	CERTIFICATE OF CONFORMANCE	APR/1984
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Based on an acquisition strategy that this solicitation will be a commercial buy, the following addenda is recommended: The contractor shall ship with a Certificate of Conformance. The contractors signed certificate shall be attached on the top copy of the Standard Form 1449 distributed to the payment office or attached to the Contracting Administration Officer copy when contract administration (block 16 of the SF 1449) is performed by the Defense Contract Management Command. In addition, a copy of the signed certificate shall also be attached to or entered on copies of the SF 1449 accompanying the shipment. The certificate shall confirm that supplies or services conform in all respects with all contract requirements, and all statements on the SF 1449.

The contractor shall implement and maintain a quality system that ensures the functional and physical conformity of all products furnished under this contract. The quality system shall achieve defect prevention and process control, providing adequate quality controls throughout all areas of contract performance. At any point during contract performance, the Government will have the right to review this quality system to assess its effectiveness in meeting contract requirements.

The contractor shall provide the companys standard commercial warranty coverage for all products furnished under this contract.

The Government reserves the right to require a subsequent or limited inspection report if changes are made to the contractor technical data, or the contractor makes a significant change in production processes and/or type of material.

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

## DELIVERIES OR PERFORMANCE

4	52.247-29	F.O.B. ORIGIN	JUN/1988
5	52.247-43	F.O.B. DESIGNATED AIR CARRIER'S TERMINAL, POINT OF EXPORTATION	APR/1984
6	52.247-52	CLEARANCE AND DOCUMENTATION REQUIREMENTS - SHIPMENTS TO DOD AIR OR WATER TERMINAL TRANSSHIPMENT POINTS	APR/1984
7	52.247-65	F.O.B. ORIGIN, PREPAID FREIGHT - SMALL PACKAGE SHIPMENTS	JAN/1991
8	52.247-4531	COGNIZANT TRANSPORTATION OFFICER	MAY/1993
	TACOM-RI		

(a) The contract administration office designated at the time of contract award, or the office servicing the point of shipment if

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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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CONTRACT ADMINISTRATION DATA

LINE	PRON/ <u>ITEM</u>	<u>AMS CD</u>	<u>ACRN</u>	<u>STAT</u>	<u>ACCOUNTING CLASSIFICATION</u>	JOB <u>ORDER</u>	<u>ACCOUNTING</u> <u>STATION</u>	<u>OBLIGATED</u> <u>AMOUNT</u>
0001AA	J53AAG66M1	AA	2	9711	X8242PIO1X6V6V01VAH 05631E1PIS11116	39JG66	W52H09 \$	124,372.50
	VAH056							
0002AA	J53AAG67M1	AA	2	9711	X8242PIO1X6V6V01VAH 05631E1PIS11116	39JG67	W52H09 \$	59,019.00
	VAH056							
0002AB	J53AAG67M1	AA	2	9711	X8242PIO1X6V6V01VAH 05631E1PIS11116	39JG67	W52H09 \$	12,051.00
	VAH056							
0003AA	J53AAG68M1	AA	2	9711	X8242PIO1X6V6V01VAH 05631E1PIS11116	39JG68	W52H09 \$	26,265.00
	VAH056							
0004AA	J53AAG69M1	AA	2	9711	X8242PIO1X6V6V01VAH 05631E1PIS11116	39JG69	W52H09 \$	26,265.00
	VAH056							
							TOTAL	\$ 247,972.50

<u>SERVICE</u> <u>NAME</u>	<u>TOTAL BY ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>	<u>ACCOUNTING</u> <u>STATION</u>	<u>OBLIGATED</u> <u>AMOUNT</u>
Army	AA	9711 X8242PIO1X6V6V01VAH 05631E1PIS11116	W52H09	\$ 247,972.50
			TOTAL	\$ 247,972.50

9      52.242-4505      CAO SHIPPING INSTRUCTIONS FOR OVERSEAS MOVEMENTS      MAR/1988  
TACOM-RI

The Contract Administration Office shall:

a. Assure that Contractor is not authorized to release any shipment without clearance by TACOM-RI Quality Assurance Directorate and either CAO Traffic Office or TACOM-RI Transportation and Traffic Management Directorate. Additionally, for U.S. Army foreign military sales (FMS) shipments of ammunition from a contractor-owned contractor-operated (COCO) facility, the CAO will contact the Surveillance Operations Division, TACOM-RI Product Assurance Directorate (AMSTA-QAW-C)) at DSN 793-7558 or COMMERCIAL 309/782-7558 to obtain functional clearance for each lot/shipment which is direct shipped to an FMS customer. The following information is required for functional clearance of ammunition for FMS:

- (1) Country and case designator;
- (2) Nomenclature, NSN, and DODIC;
- (3) Material release order (MRO) number;
- (4) Lot/serial number and quantity to be shipped;
- (5) Date of manufacture and date of U.S. Government acceptance;
- (6) Functional deviations or waivers from local records;
- (7) Restrictions or suspensions.

b. At least 10 days prior to availability of FMS Ammo shipments, contact HQ, TACOM-RI Rock Island, IL 61299-6000, ATTN: AMSMC-TMD, Phone: DSN 793-4910 or 4707, furnishing date of QA clearance and by whom, Document Number/TCN/PIECES/WEIGHT/and CUBE of shipment and request shipping instructions.

c. Provide Contractor with appropriate instructions for shipment address markings.

d. Provide Contractor with Bill of Lading, and/or Freight Routing Instructions.

e. For all FMS Ammo Shipments:

(1) Provide a copy of each DD Form 1348-5, Notice of Availability, including supporting DD Forms 1348-1A (if applicable) to HQ, TACOM-RI, Rock Island, IL 61299-6000, ATTN: AMSMC-TMD and AMSMC-QAS-C to maintain total visibility of hazardous and/or sensitive materials to and through the regulated Port of Embarkation.

(2) Furnish a copy of each DD Form 250, to HQ, ACALA, Rock Island, IL 61299-6000, ATTN: AMSMC-TMD and AMSMC-QAS-C,

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additionally annotated with PCS/WT/CUBE, name of carrier and actual date shipped, to confirm movements for tracking and ongoing visibility purpose.

(End of Clause)

(GS7010)

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CONTRACT CLAUSES

10	52.212-4	CONTRACT TERMS AND CONDITIONS- COMMERCIAL ITEMS	FEB/2002
11	52.242-10	F.O.B. ORIGIN - GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE	APR/1984
12	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS - ALTERNATE I	MAR/1998
	DFARS		
13	252.242-7003	APPLICATION FOR U.S. GOVERNMENT SHIPPING	DEC/1991
	DFARS		
14	52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS	MAY/2002

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

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

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

- (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).
- (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999)(if the offeror elects to waive the preference, it shall so indicate in its offer).
- (4)(i.) 52.219-5, Very Small Business Set-Aside (pub.L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
- (ii.) Alternate I to 52.219-5.
- (iii.) Alternate II to 52.219-5.
- (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637(d)(2) and (3));
- (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4));
- (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).
- (8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub.L. 103-355, section 7102, and 10 U.S.C. 2323)(if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii) Alternate I of 52.219-23
- (9) 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (Pub. L. 103-355,section 7102, and 10 U.S.C.2323).
- (10) 52.219-26, Small Disadvantaged Business Participation Program - Incentive Subcontracting (Pub.L.103-355, section 7102, and 10 U.S.C.2323).
- (11) 52.222-21, Prohibition of Segregated Facilities (Feb 99).
- (12) 52.222-26, Equal Opportunity (E.O. 11246).
- (13) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).
- (14) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).
- (15) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans

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(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)).

\_\_\_X\_(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).

\_\_\_X\_(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

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settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components-

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793);

(4) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996); and

(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

(End of clause)

(IF6272)

15	252.212-7001	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR	MAR/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).

\_\_\_\_ 252.206-7000 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).

\_\_\_\_ 252.225-7012 Preference for Certain Domestic Commodities (Feb 2003)(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 (Oct 2002)(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).
- \_\_\_\_ 252.232-7003 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 (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)

16 52.242-12 REPORT OF SHIPMENT (RESHIP)

JUL/1995

Unless otherwise directed by the Contracting Officer, the Contractor shall send a prepaid notice of shipment to the consignee transportation officer for all shipments of classified material, protected sensitive, and protected controlled material; explosives and poisons, classes A and B; radioactive materials requiring the use of a III bar label; or when a truckload/carload shipment of supplies weighing 20,000 pounds or more, or a shipment of less weight that occupies the full visible capacity of a railway car or motor vehicle, is given to any carrier (common, contract or private) for transportation to a domestic (i.e., within the United States excluding Alaska or Hawaii, or if shipment originates in Alaska or Hawaii within Alaska or Hawaii, respectively) destination (other than a port for export). The notice shall be transmitted by rapid means to be received by the consignee transportation officer at least 24 hours before the arrival of the shipment. The Government bill of lading, commercial bill of lading or letter or other document that contains all of the following shall be addressed and sent promptly to the receiving transportation officer. This document shall be prominently identified by the Contractor as being a 'Report of Shipment' or 'RESHIP FOR T.O.'

Message Example:

REPSHIP FOR T.O. 81 JUN 01

TRANSPORTATION OFFICER

DEFENSE DEPOT, MEMPHIS, TENN.

SHIPPED YOUR DEPOT 1981 JUN 1 540 CTNS MENS COTTON TROUSERS, 30,240 LB, 1728 CUBE, VIA XX-YY\*

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IN CAR NO.XX 123456\*\*-GBL\*\*\*-C98000031\*\*\*\*CONTRACT DLA...ETA\*\*\*-JUNE 5 JONES &amp; CO., JERSEY CITY, N.J.

\*Name of rail carrier, trucker, or other carrier.

\*\*Vehicle identification.

\*\*\*Government bill of lading.

\*\*\*\*If not shipped by GBL, identify lading document and state whether by paid by contractor.

\*\*\*\*\*Estimated time of arrival.

(End of Clause)

(IF7221)