

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS				1. Requisition Number SEE SCHEDULE		Page 1 Of 21	
Offeror To Complete Block 12, 17, 23, 24, & 30							
2. Contract No. DAAE20-03-P-0341		3. Award/Effective Date 2003JUN12		4. Order Number		5. Solicitation Number	
7. For Solicitation Information Call:		A. Name MARY ROBBINS		B. Telephone Number (No Collect Calls) (309)782-3818		6. Solicitation Issue Date	
9. Issued By TACOM-ROCK ISLAND AMSTA-LC-CSC-C ROCK ISLAND IL 61299-7630		Code W52H09		10. This Acquisition Is <input checked="" type="checkbox"/> Unrestricted <input type="checkbox"/> Set Aside: % For <input type="checkbox"/> Small Business <input type="checkbox"/> Small Disadv Business <input type="checkbox"/> 8(A) SIC: Size Standard:		11. Delivery For FOB Destination Unless Block Is Marked <input type="checkbox"/> See Schedule <input checked="" type="checkbox"/> 13a. This Contract Is A Rated Order Under DPAS (18 CFR 700) 13b. Rating DOA5 14. Method Of Solicitation <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. Deliver To SEE SCHEDULE		Code		16. Administered By DCMA VIRGINIA 10500 BATTLEVIEW PKWY SUITE 200 MANASSAS VA 20109-2342		Code S2404A	
Telephone No.		17. Contractor/Offeror HECKLER & KOCH, INC. 21480 PACIFIC BOULEVARD STERLING, VA. 201668903		Code 3T821 Facility		18a. Payment Will Be Made By DFAS COLUMBUS CENTER DFAS-CO/SOUTH ENTITLEMENT OPERATION P O BOX 182264 COLUMBUS OH 43218-2264	
Telephone No.		Code HQ0338		18b. Submit Invoices To Address Shown In Block 18a Unless Block Below Is Checked <input type="checkbox"/> See Addendum			
<input type="checkbox"/> 17b. Check If Remittance Is Different And Put Such Address In Offer							
19. Item No.	20. Schedule Of Supplies/Services	21. Quantity	22. Unit	23. Unit Price	24. Amount		
	SEE SCHEDULE (Attach Additional Sheets As Necessary)						
25. Accounting And Appropriation Data ACRN: AA 21 22033000026D6D04P32301831E1 S28017 W52H09				26. Total Award Amount (For Govt. Use Only) \$183,129.00			
<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) JERRY L YOWELL /SIGNED/ YOWELLJ@RIA.ARMY.MIL (309)782-6736		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 <input type="checkbox"/> Partial <input type="checkbox"/> Final		34. Voucher Number	
32b. Signature Of Authorized Government Representative				32c. Date		35. Amount Verified Correct For	
32b. Signature Of Authorized Government Representative				32c. Date		37. Check Number	
41a. I Certify This Account Is Correct And Proper For Payment				36. Payment <input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final		38. S/R Account Number	
41b. Signature And Title Of Certifying Officer				41c. Date		39. S/R Voucher Number	
				42a. Received By (Print)		40. Paid By	
				42b. Received At (Location)			
				42c. Date Recd (YYMMDD)		42d. Total Containers	

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 2 of 21**

PIIN/SIIN DAAE20-03-P-0341

MOD/AMD

Name of Offeror or Contractor:

SUPPLEMENTAL INFORMATION

1. THIS PURCHASE ORDER IS ISSUED FOR AN URGENT PROCUREMENT OF THE FOLLOWING ITEMS:

- A. 0001AA - 52 EACH SUBMACHINE GUN MP5A5, P/N:090013
- B. 0002AA - 45 EACH SUBMACHINE GUN MP5K-PDW(NT), P/N: 090909
- C. 0003AA - 97 EACH FIELD CLEANING KIT, 9MM SUBMACHINE, P/N: 701961
- D. 0004AA - 582 EACH MAGAZINE, 9MM 30-RND F/MP5 SUB, P/N: 215608
- E. 0005AA - 194 EACH DUAL MAGAZINE CLAMP, 9MM MP5, P/N: 222144
- F. 0006AA - 97 EACH SHOULDER CARRYING RIG FOR MP5, RIGHT HAND, P/N: 700980
- G. 0007AA - 10 EACH SHOULDER CARRYING RIG FOR MP5, LEFT HAND, P/N: 700996
- H. 0008AA - 97 EACH LANYARD WITH RING, P/N: 700142

2. DELIVERY OF ALL ITEMS WILL BE MADE TO THE FOLLOWING ADDRESS:

XR WOL7 ANNISTON MUNITIONS CENTER
TRANS OFFICER 256 235 6837 CL V
7 FRANKFORD AVE BLDG 380
ANNISTON AL 36201-4199

3. NOTE: CERTIFICATE OF CONFORMANCE IS REQUIRED.

4. EARLIER/PARTIAL DELIVERIES ARE ACCEPTABLE AT NO ADDITIONAL COST TO THE GOVERNMENT.

5. THE TOTAL DOLLAR VALUE OF THIS ORDER IS \$183,096.00.

*** END OF NARRATIVE A 001 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAE20-03-P-0341 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																		
0001	SUPPLIES OR SERVICES AND PRICES/COSTS NSN: 9999-99-999-9999 FSCM: 99999 PART NR: 090013 SECURITY CLASS: Unclassified																						
0001AA	<u>PRODUCTION QUANTITY</u> NOUN: SUBMACHINE GUN MP5A5 PRON: 2M2070441A PRON AMD: 04 ACRN: AA AMS CD: 32301862044 <u>Packaging and Marking</u> <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>W15BW931013543</td> <td>Y00000</td> <td>M</td> <td></td> <td>3</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>52</td> <td>04-SEP-2003</td> </tr> </table> FOB POINT: Destination SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO SCHEDULED DELIVERY DATE FOR ITEM REQUIRED UNDER THIS REQUISITION. <u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE20-03-P-0341/0000	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	W15BW931013543	Y00000	M		3	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>	001	52	04-SEP-2003	52	EA	\$ 1,545.00000	\$ 80,340.00
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>																		
001	W15BW931013543	Y00000	M		3																		
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>																					
001	52	04-SEP-2003																					
0002	NSN: 9999-99-999-9999 FSCM: 99999 PART NR: 090909 SECURITY CLASS: Unclassified																						
0002AA	<u>PRODUCTION QUANTITY</u> NOUN: SUBMACHINE GUN MP5K-PDW(NT) PRON: 2M2080441A PRON AMD: 04 ACRN: AA AMS CD: 32301862044	45	EA	\$ 1,531.00000	\$ 68,895.00																		

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAE20-03-P-0341 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	<p><u>Packaging and Marking</u></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 W15BW931013544 Y00000 M 3 <u>DEL REL CD QUANTITY DEL DATE</u> 001 34 04-SEP-2003 002 11 04-NOV-2003</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO SCHEDULED DELIVERY DATE FOR ITEM REQUIRED UNDER THIS REQUISITION.</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE20-03-P-0341/0000</p> <p>NSN: 9999-99-999-9999 FSCM: 99999 PART NR: 701961 SECURITY CLASS: Unclassified</p>				
0003AA	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: FIELD CLEANING KIT,9MM SUBMAC PRON: 2M2090441A PRON AMD: 03 ACRN: AA AMS CD: 32301862044</p> <p><u>Packaging and Marking</u></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 W15BW931013545 Y00000 M 3 <u>DEL REL CD QUANTITY DEL DATE</u></p>	97	EA	\$ 30.00000	\$ 2,910.00

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAE20-03-P-0341 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																									
0004	<p>001 97 04-SEP-2003</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO SCHEDULED DELIVERY DATE FOR ITEM REQUIRED UNDER THIS REQUISITION.</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE20-03-P-0341/0000</p> <p>NSN: 9999-99-999-9999 FSCM: 99999 PART NR: 215608 SECURITY CLASS: Unclassified</p>																													
0004AA	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: MAGAZINE,9MM 30-RND F/MP5 SUB PRON: 2M2110441A PRON AMD: 05 ACRN: AA AMS CD: 32301862044</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Certificate of Conformance ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DOC</td> <td colspan="2">SUPPL</td> <td></td> <td></td> </tr> <tr> <td>REL CD</td> <td>MILSTRIP</td> <td>ADDR</td> <td>SIG CD</td> <td>MARK FOR TP CD</td> </tr> <tr> <td>001</td> <td>W15BW931013547</td> <td>Y00000</td> <td>M</td> <td>3</td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> <td></td> <td></td> </tr> <tr> <td>001</td> <td>583</td> <td>04-SEP-2003</td> <td></td> <td></td> </tr> </table> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO SCHEDULED DELIVERY DATE FOR ITEM REQUIRED UNDER THIS REQUISITION.</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE20-03-P-0341/0000</p>	DOC	SUPPL				REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR TP CD	001	W15BW931013547	Y00000	M	3	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>			001	583	04-SEP-2003			583	EA	\$ 33.00000	\$ 19,239.00
DOC	SUPPL																													
REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR TP CD																										
001	W15BW931013547	Y00000	M	3																										
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>																												
001	583	04-SEP-2003																												

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAE20-03-P-0341 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																								
0005	NSN: 9999-99-999-9999 FSCM: 99999 PART NR: 222144 SECURITY CLASS: Unclassified																												
0005AA	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: DUAL MAGAZINE CLAMP,9MM MP5 M PRON: 2M2130441A PRON AMD: 03 ACRN: AA AMS CD: 32301862044</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Certificate of Conformance ACCEPTANCE: Origin</p> <p><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>W15BW931043542</td> <td>Y00000</td> <td>M</td> <td></td> <td>3</td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> <td colspan="3"></td> </tr> <tr> <td>001</td> <td>194</td> <td>04-SEP-2003</td> <td colspan="3"></td> </tr> </table> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO SCHEDULED DELIVERY DATE FOR ITEM REQUIRED UNDER THIS REQUISITION.</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE20-03-P-0341/0000</p> </p>	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	W15BW931043542	Y00000	M		3	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>				001	194	04-SEP-2003				194	EA	\$ 28.00000	\$ 5,432.00
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>																								
001	W15BW931043542	Y00000	M		3																								
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>																											
001	194	04-SEP-2003																											
0006	NSN: 9999-99-999-9999 FSCM: 99999 PART NR: 700980 SECURITY CLASS: Unclassified																												
0006AA	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: SHOULDER CARRYING RIG F/MP5,R PRON: 2M2120441A PRON AMD: 03 ACRN: AA AMS CD: 32301862044</p> <p><u>Packaging and Marking</u></p>	97	EA	\$ 52.00000	\$ 5,044.00																								

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAE20-03-P-0341 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p><u>Inspection and Acceptance</u> INSPECTION: Certificate of Conformance ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W15BW931043541 Y00000 M 3 DEL REL CD QUANTITY DEL DATE 001 97 04-SEP-2003</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO SCHEDULED DELIVERY DATE FOR ITEM REQUIRED UNDER THIS REQUISITION.</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE20-03-P-0341/0000</p>				
0007	<p>NSN: 9999-99-999-9999 FSCM: 99999 PART NR: 700996 SECURITY CLASS: Unclassified</p>				
0007AA	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: SHOULDER CARRYING RIG F/MP5, PRON: 2M2060441A PRON AMD: 03 ACRN: AA AMS CD: 32301862044</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Certificate of Conformance ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W15BW931013542 Y00000 M 3 DEL REL CD QUANTITY DEL DATE 001 10 04-SEP-2003</p> <p>FOB POINT: Destination</p>	10	EA	\$ 52.00000	\$ 520.00

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAE20-03-P-0341 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	<p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO SCHEDULED DELIVERY DATE FOR ITEM REQUIRED UNDER THIS REQUISITION.</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE20-03-P-0341/0000</p> <p>NSN: 9999-99-999-9999 FSCM: 99999 PART NR: 700142 SECURITY CLASS: Unclassified</p>				
0008AA	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: LANYARD WITH RING PRON: 2M2100441A PRON AMD: 03 ACRN: AA AMS CD: 32301862044</p> <p><u>Packaging and Marking</u></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 W15BW931013546 Y00000 M 3 <u>DEL REL CD QUANTITY DEL DATE</u> 001 107 04-SEP-2003</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO SCHEDULED DELIVERY DATE FOR ITEM REQUIRED UNDER THIS REQUISITION.</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE20-03-P-0341/0000</p>	107	EA	\$ 7.00000	\$ 749.00

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

Page 9 of 21

PIIN/SIIN DAAE20-03-P-0341

MOD/AMD

Name of Offeror or Contractor:

PACKAGING AND MARKING

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
------------------------	--------------	-------------

1	52.211-4503 TACOM-RI	PACKAGING REQUIREMENTS (COMMERCIAL)	FEB/2000
---	-------------------------	-------------------------------------	----------

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 PARA 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

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 10 of 21
	PIIN/SIIN DAAE20-03-P-0341	MOD/AMD

Name of Offeror or Contractor:

in accordance with MIL-STD-129, Revision N, Date 115 MAY 97, including bar coding, see AIM-BC1, Uniform Symbology Specification (USS)-39, 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 software for development of the MSL is called DS2T. The software can be downloaded from <http://asset-trak.com/ds2t/ds2t.htm>. Once at the website, go to the DS2T Sustainment column and double click on the "See the CATT Tools" link. A laser printer can be used to print the MSL and the associated 2D symbol." The program only prints the linear bar code if the fonts are installed. In order to install the fonts go to start on your windows menu; then go to "settings", then "control panel", click on "fonts", select "file" from top left drop down menu, select "install new font", use drop down menu (left box) to find CATT program, select (double click) the "CATT" program, (a selection of fonts should appear), double click on "select all", once the fonts are selected double click the "ok" button. Follow prompts to accept fonts. The fonts will then be copied to the CATT program. Once they are copied return to the program. The linear bar codes should appear on your screen and should also print out in the appropriate positions.

(End of clause)

(DS6413)

INSPECTION AND ACCEPTANCE

2 52.246-15 CERTIFICATE OF CONFORMANCE APR/1984

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

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 11 of 21
	PIIN/SIIN DAAE20-03-P-0341	MOD/AMD

Name of Offeror or Contractor:

3	52.247-34	F.O.B. DESTINATION	NOV/1991
4	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999
5	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)

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 12 of 21

PIIN/SIIN DAAE20-03-P-0341

MOD/AMD

Name of Offeror or Contractor:

CONTRACT ADMINISTRATION DATA

LINE	PRON/ ITEM	AMS CD	OBLG ACRN	STAT	ACCOUNTING CLASSIFICATION	JOB ORDER NUMBER	ACCOUNTING STATION	OBLIGATED AMOUNT
0001AA	2M2070441A		AA	2	21 22033000026D6D04P32301831E1 S28017	2RM991	W52H09 \$	80,340.00
	32301862044							
0002AA	2M2080441A		AA	2	21 22033000026D6D04P32301831E1 S28017	2RM991	W52H09 \$	68,895.00
	32301862044							
0003AA	2M2090441A		AA	2	21 22033000026D6D04P32301831E1 S28017	2RM991	W52H09 \$	2,910.00
	32301862044							
0004AA	2M2110441A		AA	2	21 22033000026D6D04P32301831E1 S28017	2RM991	W52H09 \$	19,239.00
	32301862044							
0005AA	2M2130441A		AA	2	21 22033000026D6D04P32301831E1 S28017	2RM991	W52H09 \$	5,432.00
	32301862044							
0006AA	2M2120441A		AA	2	21 22033000026D6D04P32301831E1 S28017	2RM991	W52H09 \$	5,044.00
	32301862044							
0007AA	2M2060441A		AA	2	21 22033000026D6D04P32301831E1 S28017	2RM991	W52H09 \$	520.00
	32301862044							
0008AA	2M2100441A		AA	2	21 22033000026D6D04P32301831E1 S28017	2RM991	W52H09 \$	749.00
	32301862044							
							TOTAL \$	183,129.00

SERVICE NAME	TOTAL BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	OBLIGATED AMOUNT
Army	AA	21 22033000026D6D04P32301831E1 S28017	W52H09	\$ 183,129.00
			TOTAL	\$ 183,129.00

6 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.

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 13 of 21**

PIIN/SIIN DAAE20-03-P-0341

MOD/AMD

Name of Offeror or Contractor:

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, 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)

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 14 of 21
	PIIN/SIIN DAAE20-03-P-0341	MOD/AMD

Name of Offeror or Contractor:

SPECIAL CONTRACT REQUIREMENTS

7 52.246-4500 MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250) NOV/2001
TACOM-RI

(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 are robbinsm@ria.army.mil and AMSTA-LC-CTRL@ria.army.mil. The data fax number for submission is (309) 782-3813, ATTN: MARY ROBBINS, AND (309) 782-8054.

(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)

8 52.245-4575 DEMILITARIZATION - SMALL ARMS WEAPONS AND PARTS, AND ACCESSORIES FEB/1995
TACOM-RI (CATEGORY I - MUNITIONS LIST ITEMS)

(a) Definitions. (i) 'Excess property,' means property of the type covered by this contract for which the Contractor does not claim or is refused payment; including, but not limited to, rejects or overruns. Excess property (whether title to the property is in the Government or not) includes completed or partially completed parts, components, subassemblies and assemblies, end items, and all associated packaging and marking.

(ii) 'Significant Military Equipment (SME),' means those articles for which special controls are warranted because of their capacity for military utility or capability.

(iii) 'Munitions List Items (MLI),' means those items listed on the U.S. Munitions List. The U.S. Munitions List delineates the articles, services and related technical data designated as defense articles and defense services pursuant to the Arms Export Control Act.

(b) This contract requires the manufacture, assembly, test, maintenance, repair and/or delivery of military/defense items. This clause sets forth the requirements for the demilitarization, and corresponding certification, of excess property under this contract. These requirements are applicable to any contractor/subcontractor who performs work on this contract.

(c)(1) Upon completion of production under this contract, the contractor shall notify the ACO, or his designated representative, in a timely manner so that a Government representative can physically witness the demilitarization of material under this contract. Demilitarization shall be accomplished as prescribed in subparagraph (d) below. The Contractor and the Government representative are both required to sign and date the demilitarization certificate (provided below). The certificate shall state that demilitarization has been accomplished, and identify the quantity and items which were demilitarized.

CERTIFICATE

I, _____ (name and title of Contractor's employee) am the officer or employee of _____ (name of company) responsible for assuring demilitarization requirements have been accomplished. I certify that ** (IDENTIFY ITEMS AND QUANTITIES) ** were demilitarized in accordance with instructions provided in contract _____ (contract number).

(end of certificate)

Name of Offeror or Contractor:

(2) This certificate, along with the final DD Form 250, will be forwarded by the Government QAR to the Administrative Contracting Officer (ACO) so that final payment can be made. The ACO will not release the final DD Form 250 for payment to the Contractor unless the Demilitarization Certificate has been received. The Demilitarization Certificate received will become part of the contract file.

WARNING: SIGNING A FALSE CERTIFICATE CONSTITUTES A FELONY AND MAY SUBJECT THE INDIVIDUAL TO CRIMINAL PROSECUTION.

(3) To accomplish the certification requirements for subcontractor demilitarization, the contractor is required to follow all procedures of subparagraph (c)(1) above. The subcontractor is responsible for all of the contractor requirements specified, and the contractor is responsible for all of the Government requirements specified. Therefore, the prime Contractor must witness the actual demilitarization of material under this contract by the subcontractor, and so certify.

(d) Excess property shall be completely destroyed or mutilated (whichever is prescribed) prior to final payment, as set forth below. Demilitarization is necessary in order that the property will be unusable or nonreclaimable for its original purpose, and to preclude the possibility of reconditioning the property to make saleable as implements of destruction.

(1) The following items are considered to be SME and require total destruction worldwide:

(i) All nonautomatic, semiautomatic, and automatic firearms and other weapons up to and including .50 caliber and all components and parts;

(ii) Shotguns and all components and parts;

(iii) Shoulder fired grenade launchers and all components and parts;

(iv) Man portable rocket launchers and all components and parts;

(v) Individually operated weapons which are prorable and/or can be fired without special mounts or firing devices and which have potential use in civil disturbances and are vulnerable to theft and all components and parts;

(vi) Pyrotechnic pistols and other ground signal projectors and all components and parts;

(vii) Rifle grenade launchers and all components and parts;

(viii) Magazines and ammunition clips for items in this category. (Clips for the M1 rifle do not require demilitarization.)

(ix) Insurgency counter-insurgency type firearms or other weapons having a special military application (i.e., close assault weapons systems), regardless of caliber, and all components and parts;

(x) Technical data related to the manufacture or production of any defense article enumerated above.

(2) The following items are considered to be SME accessories and require key point demilitarization worldwide:

(i) Gun mounts (including bipods and tripods). Key points are all attachment points/fittings and moveable joints.

(3) The following items are considered to be MLI accessories and require total or key point destruction worldwide, or as indicated:

(i) Silencers, suppressors and mufflers (total destruction).

(ii) Rifle scopes and all types of telescopic and optical sights including those designated for night sighting and viewing (key point destruction). Key points are attachment points/fittings, lenses, infrared source and as otherwise indicated by the ICA.

(4) The following items are considered to be MLI and to not require demilitarization:

(i) Clips for the M1 Rifle.

(ii) All other technical data (not in subparagraph (d)(1) above) and defense services directly related to any defense article enumerated in this category.

(e) Method and degree of demilitarizations.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-03-P-0341	Page 16 of 21 MOD/AMD
---------------------------	---	--

Name of Offeror or Contractor:

(1) For items listed in subparagraph (d)(1) above, the preferred normal method of demilitarization is by torch cutting utilizing a cutting tip that displaces at least 1/2 inch of metal. All cuts will completely sever the item and be made in accordance with instructions applicable to the items being demilitarized as depicted in appropriate figures in Appendix 7 of DoD 4160.21-M-1, Defense Demilitarization and Trade Security Control Manual. Shearing, crushing, deep water dumping or melting may be utilized when such methods of demilitarization are deemed more cost effective and/or practicable and are authorized by appropriate authority.

(2) Machine Guns will be demilitarized by torch cutting utilizing a cutting tip that displaces at least 1/2 inch of metal or shearing the receiver in a minimum of two places or by crushing in a hydraulic or similar type press. The barrel will be torch cut, sheared or crushed in the chamber area and in two or more places to the extent necessary to prevent restoration. If the shearing or crushing method is used, the trunnion block and side frame must be completely cut through, broken or distorted to preclude restoration to a usable condition.

(3) Receivers shall be demilitarized by torch cutting in a minimum of two places utilizing a cutting tip that displaces at least 1/2 inch of metal or crushed to the extent necessary to preclude restoration to a usable condition.

(4) Bolts and barrels will be demilitarized by torch cutting utilizing a cutting tip that displaces at least 1/2 inch of metal or crushed to the extent necessary to preclude restoration to a usable condition.

(5) Accessories; i.e., silencers and mufflers, rifle grenade launchers, riflescopes and all types of telescopic and optical sights including those designed for night sighting and viewing, and gunmounts (including bipods and tripods) will be demilitarized by breaking, crushing or cutting in a manner which precludes restoration to a usable condition in accordance with instructions applicable to the items being demilitarized as depicted in appropriate figures contained in Appendix 7 of DoD 4160.21-M-1.

(6) Other metallic parts, including M2 conversion kits, will be demilitarized by cutting, crushing or melting.

(7) Technical Data, to include any reproduced copies, additional drawings and working papers, will be demilitarized by burning, shredding or pulping.

(f) If demilitarization by melting is authorized and the Contractor does not possess the capability to perform this operation, this could be accomplished at Contractor expense by Rock Island Arsenal. If you desire to use this method, refer to the clause in Section J titled "Attachment - Demilitarization by Melting/Demilitarization of Surplus Small Arms Weapons and Parts.

(g) The requirements of this clause shall apply to any packaging of Government property and excess property containing nonremovable markings required exclusively by this contract. Removable markings shall be removed before any nondemilitarized disposition.

(h) The Contractor/subcontractor agrees that no items demilitarized, as stated above, will be disposed of by the Contractor/subcontractor other than as scrap.

(i) Any excess property which arises out of this contract, but for which no demilitarization order was included in the contract, shall not be released, retained, sold, or disposed of in any manner without instructions from the ACO.

(j) Any requests for exceptions or waivers to this clause must be made in writing to the Procuring Contracting Officer.

(k) The Contractor further agrees that this clause, including this subparagraph (k), will be included in any subcontracts for the aforesaid items.

(End of clause)

(HS7500)

CONTRACT CLAUSES

9 52.212-5 IF6274 WAS DELETED 10 JUN 03 AND REPLACED BY IF6276, CONTRACT TERMS APR/2003
AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -
COMMERCIAL ITEMS

(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

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

Page 17 of 21

PIIN/SIIN DAAE20-03-P-0341

MOD/AMD

Name of Offeror or Contractor:

(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 (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.

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

Page 18 of 21

PIIN/SIIN DAAE20-03-P-0341

MOD/AMD

Name of Offeror or Contractor:

- (20) 52.225-5, Trade Agreements (19 U.S.C. 2501. et seq., 19 U.S.C. 3301 note.)
- (21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 13059, 13067, 13121, and 13129).
- (22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).
- (23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).
- (24) 52.232-33, Payment by Electronic Funds Transfer - Central Contractor Registration (31 U.S.C. 3332).
- (25) 52.232-34, Payment by Electronic Funds - Other than Central Contractor Registration (31 U.S.C. 3332).
- (26) 52.232-36, Payment by Third Party (31 U.S.C.3332).
- (27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a)
- (28)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).
- (ii) Alternate I of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated into this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

- (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et seq.). Subcontracts for certain commercial services may be exempt from coverage if they meet the criteria in FAR 22.1003-4(c) or (d) (see DoD class deviation number 2000-o0006).
- (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- (3) 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- (4) 52.222-44, Fair Labor Standards and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless 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);

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

Page 19 of 21

PIIN/SIIN DAAE20-03-P-0341

MOD/AMD

Name of Offeror or Contractor:

(4) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241 and U.S.C. 2631) (flow down not required in accordance with paragraph (d) of FAR clause 52.247-64; and

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

(End of clause)

(IP6274)

10	252.212-7001 DFARS	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS	JUN/2003
----	-----------------------	---	----------

(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)

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)

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 21 of 21**

PIIN/SIIN DAAE20-03-P-0341

MOD/AMD

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>
Exhibit A	CONTRACT DATA ITEM REQUIEMENT LIST - DD1423		001	
Attachment 001	DATA ITEM DESCRIPTION (DID) SMALL ARMS SERIALIZATION PROGRAM TRANSATION CARD		003	

PIIN/SIIN DAAE20-03-P-0341

MOD/AMD

ATT/EXH ID Exhibit A

PAGE 1

PIIN/SIIN DAAE20-03-P-0341

MOD/AMD

ATT/EXH ID Attachment 001

PAGE 1