

ORDER FOR SUPPLIES OR SERVICES

1. CONTRACT PURCH ORDER/AGREEMENT NO. DAAE20-03-P-0526				2. DELIVERY ORDER/CALL NO.		3. DATE OF ORDER/CALL (YYYYMMDD) 2003AUG26		4. REQUISITION/PURCH REQUEST NO. SEE SCHEDULE		5. PRIORITY DOA5					
6. ISSUED BY TACOM-ROCK ISLAND AMSTA-LC-CSC-B CAROL S STAIB (309)782-7114 ROCK ISLAND IL 61299-7630 EMAIL: STAIBC@RIA.ARMY.MIL				CODE W52H09		7. ADMINISTERED BY (if other than 6) DCMA SANTA ANA 34 CIVIC CENTER PLAZA ROOM 813A SANTA ANA CA 92701-4056 SCD: A PAS: NONE ADP PT: HQ0339				8. DELIVERY FOB <input type="checkbox"/> DESTINATION <input checked="" type="checkbox"/> OTHER (See Schedule if other)					
9. CONTRACTOR MARINO ENTERPRISES, INC. GEAR TECHNOLOGY 10671 CIVIC CENTER DRIVE RANCHO CUCAMONGA, CA. 91730-3804 TYPE BUSINESS: Other Small Business Performing in U.S.				CODE 1MF53		FACILITY		10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) SEE SCHEDULE		11. X IF BUSINESS IS <input checked="" type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMAN-OWNED					
NAME AND ADDRESS				12. DISCOUNT TERMS NET 30		13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Block 15									
14. SHIP TO SEE SCHEDULE				CODE		15. PAYMENT WILL BE MADE BY DFAS COLUMBUS CENTER DFAS-CO/WEST ENTITLEMENT OPERATIONS PO BOX 182381 COLUMBUS OH 43218-2381				CODE HQ0339		MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2			
16. TYPE OF ORDER															
DELIVERY/ CALL		THIS DELIVERY ORDER IS ISSUED ON ANOTHER GOVERNMENT AGENCY OR IN ACCORDANCE WITH AND SUBJECT TO TERMS AND CONDITIONS OF ABOVE NUMBERED CONTRACT.													
PURCHASE X		Reference your <input type="checkbox"/> Oral <input type="checkbox"/> Written Quotation _____, Dated _____, furnish the following on terms specified herein.													
		ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.													
NAME OF CONTRACTOR				SIGNATURE				TYPED NAME AND TITLE				DATE SIGNED (YYYYMMDD)			
<input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:															
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE SEE SCHEDULE															
18. ITEM NO.		19. SCHEDULE OF SUPPLIES/SERVICE				20. QUANTITY ORDERED/ ACCEPTED*		21. UNIT	22. UNIT PRICE		23. AMOUNT				
		SEE SCHEDULE CONTRACT TYPE: Firm-Fixed-Price KIND OF CONTRACT: Supply Contracts and Priced Orders													
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				24. UNITED STATES OF AMERICA ADELAIDE J TKATCH /SIGNED/ TKATCH@RIA.ARMY.MIL (309)782-5313				25. TOTAL		\$10,964.49		26. DIFFERENCES			
27a. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO CONTRACT EXCEPT AS NOTED															
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE						c. DATE (YYYYMMDD)		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE							
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE						28. SHIP. NO.		29. D.O. VOUCHER NO.		30. INITIALS					
f. TELEPHONE NUMBER			g. E-MAIL ADDRESS			<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR					
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.						31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. CHECK NUMBER		35. BILL OF LADING NO.					
a. DATE (YYYYMMDD)		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				37. RECEIVED AT		38. RECEIVED BY (Print)		39. DATE RECEIVED (YYYYMMDD)		40. TOTAL CONTAINERS	41. S/R ACCOUNT NUMBER	42. S/R VOUCHER NO.	

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

Page 2 of 17

PIIN/SIIN DAAE20-03-P-0526

MOD/AMD

Name of Offeror or Contractor: MARINO ENTERPRISES, INC.

SUPPLEMENTAL INFORMATION

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

1	HQ, DA NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES	JUL/1993
---	---	----------

(a) In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the Clean Air Act, 42 U.S.C. 7671a(a), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.

(b) To comply with this statute, the Government has conducted a best efforts screening of the specifications and standards associated with this acquisition to determine whether they contain any ODS requirements. To the extent that ODS requirements were revealed by this review they are identified in Section C with the disposition determined in each case.

(c) If offerors possess any special knowledge about any other ODSs required directly or indirectly at any level of contract performance, the U.S. Army would appreciate if such information was surfaced to the Contracting Officer for appropriate action. To preclude delay to the procurement, offerors should provide any information in accordance with FAR 52.214-6 or 52.215-14 as soon as possible after release of the solicitation and prior to the submission of offers to the extent practicable. It should be understood that there is no obligation on offerors to comply with this request and that no compensation can be provided for doing so.

(End of Clause)

(AA7020)

2	52.201-4501 NOTICE ABOUT TACOM-RI OMBUDSMAN TACOM-RI	APR/2002
---	---	----------

a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.

b. If you think that this solicitation:

1. has inappropriate requirements; or
2. needs streamlining; or
3. should be changed

you should first contact the buyer or the Procurement Contracting Officer (PCO).

c. The buyer's name, phone number and address are on the cover page of this solicitation.

d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:

U.S. Army TACOM-RI
AMSTA-AQ-AR (OMBUDSMAN)
Rock Island IL 61299-7630
Phone: (309) 782-3224
Electronic Mail Address: ombudsman@ria.army.mil

e. If you contact the Ombudsman, please provide him with the following information:

- (1) TACOM-RI solicitation number;
- (2) Name of PCO;
- (3) Problem description;
- (4) Summary of your discussions with the buyer/PCO.

(End of clause)

Name of Offeror or Contractor: MARINO ENTERPRISES, INC.

(AS7006)

3 52.210-4516 COMMERCIAL EQUIVALENT ITEM(S) JUN/1998
TACOM-RI

THE GOVERNMENT HAS A PREFERENCE TO SATISFY ITS NEEDS THROUGH THE ACQUISITION OF COMMERCIAL ITEMS. IF YOU KNOW OF ANY COMMERCIAL EQUIVALENT ITEM(S) FOR THOSE LISTED IN THIS SOLICITATION, PLEASE CONTACT THE CONTRACTING OFFICE. INFORMATION PROVIDED WILL BE CONSIDERED FOR FUTURE PROCUREMENTS.

(END OF CLAUSE)

(AS7003)

4 52.211-4506 INSTRUCTIONS REGARDING SUBSTITUTIONS FOR MILITARY AND FEDERAL DEC/1997
TACOM-RI SPECIFICATIONS AND STANDARDS

(a) Section I of this document contains DFARS clause 252.211-7005, Substitutions for Military Specifications and Standards, which allows bidders/quoters/offerors to propose Management Council approved Single Process Initiatives (SPIs) in their bids/quotes/offers, in lieu of military or Federal specifications and standards cited in this solicitation.

(b) An offeror proposing to use an SPI process under this solicitation shall identify the following for each proposed SPI as required by DFARS 252.211-7005 contained in Section I:

SPI	MILITARY/FEDERAL SPEC/STANDARD	LOCATION OF REQUIREMENT	FACILITY	ACO
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

(c) An offeror proposing to use an SPI process under this solicitation shall also provide a copy of the Department of Defense acceptance for each SPI process proposed.

(d) In the event an offeror does not identify any SPI in paragraph (b) above, the Government shall conclude that the bidder/quoter/offeror submits its bid/quote/proposal in accordance with the requirements of this solicitation.

(e) The price that is provided by the offeror in the Schedule in Section B will be considered as follows:

(1) If an SPI is identified in paragraph (b) above, the Government will presume that the price is predicated on the use of the proposed SPI.

(2) If there is no SPI identified in paragraph (b) above, the Government will presume the price is predicated on the requirements as stated in the solicitation.

(f) Bidders/quoters/offerors are cautioned that there is always the possibility that the Government could make a determination at the Head of the Contracting (HCA)/Program Executive Officer (PEO) level that the proposed SPI is not acceptable for this procurement. If such a determination is made, and the bid/quote/offer only identifies a price predicated on use of proposed SPI, the bid/quote/offer will be determined nonresponsive. Bidders/quoters/offerors who propose SPI processes are encouraged to provide a price below to reflect their price for the item manufactured in accordance with the requirements as stated in this solicitation to preclude possibly being determined nonresponsive:

CLIN _____	PRICE \$ _____

(End of clause)

(AS7008)

5 52.233-4503 AMC-LEVEL PROTEST PROGRAM JUN/1998
TACOM-RI

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 4 of 17**

PIIN/SIIN DAAE20-03-P-0526

MOD/AMD

Name of Offeror or Contractor: MARINO ENTERPRISES, INC.

(OCTOBER 1996)

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command
Office of Command Counsel
ATTN: AMCCC-PL
5001 Eisenhower Avenue
Alexandria, VA 22333-0001

Facsimile number (703) 617-4999/5680
Voice Number (703) 617-8176

The AMC-level protest procedures are found at:

<http://www.amc.army.mil/amc/cc/protest.html>

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(END OF CLAUSE)

(AS7010)

NOUN: GEARSHAFT SPUR
NSN: 3040-01-189-8309
P/N: 12524079

1. THIS PURCHASE ORDER IS AWARDED FOB ORIGIN.
2. INDIVIDUAL PACKAGING AND BAR CODING IS REQUIRED.
3. EARLIER DELIVERY IS ACCEPTABLE AT NO COST.

*** END OF NARRATIVE A 001 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAE20-03-P-0526 MOD/AMD

Name of Offeror or Contractor: MARINO ENTERPRISES, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																		
0001	SUPPLIES OR SERVICES AND PRICES/COSTS NSN: 3040-01-167-8309 FSCM: 19200 PART NR: 12524079 SECURITY CLASS: Unclassified																						
0001AA	<u>PRODUCTION QUANTITY</u> NOUN: GEARSHAFT,SPUR PRON: M131V511M1 PRON AMD: 01 ACRN: AA AMS CD: 070011H8GUN <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin 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>W52H093230A611</td> <td>W45G19</td> <td>J</td> <td></td> <td>1</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>21</td> <td>01-DEC-2003</td> </tr> </table> FOB POINT: Origin SHIP TO: <u>PARCEL POST ADDRESS</u> (W45G19) SR W390 RED RIVER MUNITIONS CTR HIGHWAY 82 WEST CL V GATE 44 BLDG 184 TEXARKANA TX 75507-5000 <u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE20-03-P-0526/0000	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	W52H093230A611	W45G19	J		1	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>	001	21	01-DEC-2003	21	EA	\$ 214.99000	\$ 4,514.79
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>																		
001	W52H093230A611	W45G19	J		1																		
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>																					
001	21	01-DEC-2003																					
0001AB	<u>PRODUCTION QUANTITY</u> NOUN: GEARSHAFT,SPUR PRON: M131V494M1 PRON AMD: 04 ACRN: AA AMS CD: 070011H8GUN <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin	30	EA	\$ 214.99000	\$ 6,449.70																		

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAE20-03-P-0526 MOD/AMD

Name of Offeror or Contractor: MARINO ENTERPRISES, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	<p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 003 W52H093219A625 W45G19 J 1 <u>DEL REL CD QUANTITY DEL DATE</u> 001 30 01-DEC-2003</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W45G19) SR W390 RED RIVER MUNITIONS CTR HIGHWAY 82 WEST CL V GATE 44 BLDG 184 TEXARKANA TX 75507-5000</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE20-03-P-0526/0000</p> <p><u>CDRLS</u></p> <p>SECURITY CLASS: Unclassified</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>SEQUENCE A001 THRU A004</p> <p>Contractor will prepare and deliver the technical data in accordance with the requirements, quantities and schedules set forth in the Contract Data Requirements Lists (DD Form 1423), Exhibit A.</p> <p>A DD 250 IS NOT REQUIRED.</p> <p>(End of narrative F001)</p>			<p>\$ <u> ** NSP **</u></p>	<p>\$ <u> ** NSP **</u></p>

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-03-P-0526 MOD/AMD	Page 8 of 17
Name of Offeror or Contractor: MARINO ENTERPRISES, INC.		

8 52.248-4502 CONFIGURATION MANAGEMENT DOCUMENTATION JUL/2001
TACOM RI

The contractor may submit Engineering Change Proposals (ECPs), Value Engineering change Proposals (VECPs), (Code V shall be assigned to an engineering change that will effect a net life cycle cost), including Notice of Revisions (NORs), and Request for Deviations (RFDs), for the documents in the Technical Data Package (TDP). The contractor shall prepare these documents in accordance with the Data Item Descriptions cited in block 04 on the enclosed DD Form 1423, Contract Data Requirements List.

Contractor ECPs/VECPs shall describe and justify all proposed changes and shall included NORs completely defining the change to be made. Contractors may also submit RFD, which define a temporary departure from the Technical Data package or other baseline documentation under Government control. The contractor shall not deliver any units incorporating any change/deviation to Government documentation until notified by the Government that the change/deviation has been approved and the change/deviation has been incorporated in the contract.

If the Government receives the same or substantially the same VECPS from two or more contractors, the contracts whose VECP is received first will be entitled to share with the Government in all instant, concurrent, future, and collateral savings under the terms of the VE clause in the contract.

Duplicate VECPS, which are received subsequently, will be returned to the contractor(s) without formal evaluation, regardless of whether or not the first VECP has been approved and accepted by the Government.

(End of Clause)

(CS7110)

PACKAGING AND MARKING

9 52.211-4503 PACKAGING REQUIREMENTS (COMMERCIAL) APR/2003
TACOM-RI

The preservation, packing, and marking requirements for the item identified above shall be accomplished in accordance with the performance requirements defined herein. The following Packaging requirements shall apply:

Preservation: COMMERCIAL
Level of Packing: COMMERCIAL
Quantity Per Unit Package: ONE EACH

1. Packaging - Preservation, packaging, packing, unitization and marking furnished by the supplier shall provide protection for a minimum of one year, provide for multiple handling, redistribution and shipment by any mode and meet or exceed the following requirements.

1.1 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.

1.2 Preservation - Items susceptible to corrosion of deterioration shall be provided protection by means of preservative coatings, volatile corrosion inhibitors, desiccants, waterproof and/or watervaporproof barriers.

1.3 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. 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.

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

4. Intermediate Package -Intermediate packaging is required whenever one or more of the following conditions exists:

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

Page 9 of 17

PIIN/SIIN DAAE20-03-P-0526

MOD/AMD

Name of Offeror or Contractor: MARINO ENTERPRISES, INC.

- a. the quantity is over one (1) gross of the same national stock number,
- b. use enhances handling and inventorying,
- c. the exterior surfaces of the unit pack is a bag of any type, regardless of the size,
- d. the unit pack is less than 64 cubic inches,
- e. 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.

5. Packing:

5.1 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.

5.2 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.

6. 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 be of a size to allow for placement of two loads high and wide in a conveyance. The weight capacity of the pallet must be adequate for the load. The preferred commercial expendable pallet is a 40 x 48 inch, 4-way entry pallet although variations may be permitted as dictated by the characteristics of the items being unitized. The load shall be contained in a manner that will permit safe handling during shipment and storage.

7 Marking:

7.1 All unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision P, Date 15 Dec 02 including bar coding. 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 materiel will not identify the nature of the materiel.

7.2 Contractors and vendors shall apply address markings using a bar coded military shipment label (MSL) for all shipments except contractor to contractor. The MSL will include both linear and 2D bar codes per the standard. The DD Form 250 or the commercial packing list shall have bar coding applied as per Direct Vendor Delivery Shipments in the standard (except for deliveries to DDSP New Cumberland Facility, DDD San Joaquin, Red River Munitions Center and Anniston Munitions Center).

7.3 Contractor to contractor shipments shall have the address markings applied to the identification marked side of the exterior shipping container or to the unitized load markings. The following shall be marked "FROM: name and address of consignor and TO: name and address of consignee".

7.4 Military Shipping Label. The Army has developed software to create Military Shipment Labels. It's called Computer Automated Transportation Tool Military Shipment Label/Issue Receipt Release Document (CATT MSL/IRRD) and is available to anyone with a contract with the government. The software can be downloaded from the following website main page: <http://www.asset-trak.com/catt/catt.htm>. Or go directly to the software download page http://www.asset-trak.com/catt/msl_irrd/msl_irrddownload.htm. Be sure to bookmark this page for future releases of CATT MSL/IRRD.

8. 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.

9. Heat Treatment and Marking of Wood Packaging Materials: All non-manufactured wood used in packaging shall be heat treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall be affiliated with an inspection agency accredited by the board of review of the American Lumber Standard Committee. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure tractability to the original source of heat treatment. Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens; on two sides of the pallet. . Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant

Name of Offeror or Contractor: MARINO ENTERPRISES, INC.

Protection Organizations compliance program.

10. 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.

11. 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](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)

(DS6417)

INSPECTION AND ACCEPTANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(EA7001)

10	52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996
----	----------	--------------------------------------	----------

11	52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT	FEB/1999
----	-----------	---	----------

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

	Title	Number	Date	Tailoring
()	QUALITY MANAGEMENT SYSTEMS - REQUIREMENTS	ISO 9001:2000	13 DEC 00	TAILORED BY EXCLUDING PARAGRAPH 7.3
()	QUALITY SYSTEMS - MODEL FOR QA	ISO 9002	1994	UNTAILORED

(End of clause)

(EP6002)

12	52.246-4528 TACOM-RI	REWORK AND REPAIR OF NONCONFORMING MATERIAL	MAY/1994
----	-------------------------	---	----------

a. Rework and Repair are defined as follows:

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

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

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 12 of 17
	PIIN/SIIN DAAE20-03-P-0526	MOD/AMD

Name of Offeror or Contractor: MARINO ENTERPRISES, INC.

<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(FA7001)

14	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
15	52.247-29	F.O.B. ORIGIN	JUN/1988
16	52.247-61	F.O.B. ORIGIN - MINIMUM SIZE OF SHIPMENTS	APR/1984
17	52.211-16	VARIATION IN QUANTITY	APR/1984

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

(b) The permissible variation shall be limited to:

Zero percent (0%) increase

Zero percent (0%) decrease.

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

(End of Clause)

(FF7020)

18	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 13 of 17

PIIN/SIIN DAAE20-03-P-0526

MOD/AMD

Name of Offeror or Contractor: MARINO ENTERPRISES, INC.

CONTRACT ADMINISTRATION DATA

LINE ITEM	PRON/ AMS_CD	OBLG ACRN	STAT	ACCOUNTING CLASSIFICATION				JOB ORDER NUMBER	ACCOUNTING STATION	OBLIGATED AMOUNT
0001AA	M131V511M1	AA	2	97	X4930AC6G	6D	26FB S11116	W52H09	\$ 4,514.79	
	070011H8GUN									
0001AB	M131V494M1	AA	2	97	X4930AC6G	6D	26FB S11116	W52H09	\$ 6,449.70	
	070011H8GUN									
TOTAL									\$ 10,964.49	

SERVICE NAME	TOTAL BY ACRN	ACCOUNTING CLASSIFICATION				JOB ORDER NUMBER	ACCOUNTING STATION	OBLIGATED AMOUNT
Army	AA	97	X4930AC6G	6D	26FB S11116	W52H09	\$ 10,964.49	
TOTAL								\$ 10,964.49

19 52.232-4500 CONTRACT PAYMENT INSTRUCTIONS AUG/1997
 TACOM-RI

The paying office shall ensure that the invoice/voucher is disbursed from each ACRN as indicated on the invoice/voucher.

(End of clause)

(GS7016)

Name of Offeror or Contractor: MARINO ENTERPRISES, INC.

SPECIAL CONTRACT REQUIREMENTS

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(HA7001)

20	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA - ALTERNATE III DFARS	MAY/2002
21	52.246-4500	MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250) TACOM-RI	NOV/2001

(a) Material Inspection and Receiving Report(s) (DD Form 250), are required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report'. Distribution of reports to the Purchasing Office (in accordance with DoD FAR Supplement Appendix F) shall be accomplished electronically.

(b) Two copies of the DD Form 250 are required to be submitted to the Purchasing Office. To satisfy this submission requirement electronically, the completed documents may be transmitted via electronic mail, or data fax. The electronic mail address for submission is STAIBC@RIA.ARMY.MIL. The data fax number for submission is 309-782-6346, ATTN: AMSTA-LC-CSC-B/CAROL S. STAIB.

(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)

22	52.247-4545	PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION TACOM-RI	MAY/1993
----	-------------	--	----------

The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

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

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

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

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

Rail Freight Station Name and Address: _____

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-03-P-0526 MOD/AMD	Page 15 of 17
Name of Offeror or Contractor: MARINO ENTERPRISES, INC.		

Serving Carrier: _____

(End of Clause)

(HS7600)

CONTRACT CLAUSES

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(IA7001)

23	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
24	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
25	52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	SEP/2002
26	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
27	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	MAY/1999
28	52.243-1	CHANGES - FIXED PRICE	AUG/1987
29	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
	DFARS		
30	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	APR/2003
	DFARS		
31	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	APR/2003
	DFARS		
32	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	APR/2003
	DFARS		
33	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
	DFARS		
34	252.242-7000	POSTAWARD CONFERENCE	DEC/1991
	DFARS		
35	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
	DFARS		
36	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
	DFARS		
37	52.213-4	TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS)	AUG/2003

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

Information to be inserted in Paragraph (c):

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

or

www.acq.osd.mil/dp/dars

(IF8001)

38	52.252-6	AUTHORIZED DEVIATIONS IN CLAUSES	APR/1984
----	----------	----------------------------------	----------

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of '(DEVIATION)' after the date of the clause.

(b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 17 of 17**

PIIN/SIIN DAAE20-03-P-0526

MOD/AMD

Name of Offeror or Contractor: MARINO ENTERPRISES, INC.

LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT DATA REQUIREMENTS LIST (CDRL)	03-JUN-2003	2PG	
Attachment 001	CD ROM	20-MAY-2003	1CD	
Attachment 002	DOCUMENT SUMMARY LIST		2PG	

The following documents are hereby attached by reference and form a part of this acquisition. These documents are available in electronic format on the internet at <http://aais.ria.army.mil/aais/SOLINFO/index.htm>. Vendors should ensure that they have the correct revisions in their possession prior to submitting a bid proposal/quote.

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>
Attachment 1A	Instructions for Completing DD Form 1423	JUN 90	1 Pg
Attachment 2A	IOC Form 715-3	FEB 96	2 Pgs
Attachment 3A	AMCCOM Form 71-R	01OCT88	2 Pgs
Attachment 4A	Guidance on Documentation of Contract Data Requirements List (CDRL)		2 Pgs
Attachment 5A	Disclosure of Lobbying Activities (SF-LLL)		3 Pgs
Attachment 6A	Data Delivery Description - Engineering Change Proposal	JUL 01	9 Pgs
Attachment 7A	Data Delivery Description - Notice of Revision	JUL 01	2 Pgs
Attachment 8A	Data Delivery Description - Request for Deviation	JUL 01	4 Pgs

(End of Clause)

(JS7001)