

ORDER FOR SUPPLIES OR SERVICES

1. CONTRACT PURCH ORDER/AGREEMENT NO. DAAE20-03-P-0546		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-CAC-C SALLY WINN (309)782-1586 ROCK ISLAND IL 61299-7630 EMAIL: WINNS@RIA.ARMY.MIL			CODE W52H09	7. ADMINISTERED BY (if other than 6) DCMA PHOENIX TWO RENAISSANCE SQUARE 40 NORTH CENTRAL AVE SUITE 400 PHOENIX AZ 85004-4400			CODE S0302A	8. DELIVERY FOB <input checked="" type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER (See Schedule if other)			
9. CONTRACTOR AGM CONTAINER CONTROLS INC 3526 E FORT LOWELL RD TUCSON, AZ. 85716-1705			CODE 08992	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 TYPE BUSINESS: Other Small Business Performing in U.S.			12. DISCOUNT TERMS			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. THIS DELIVERY ORDER IS ISSUED ON ANOTHER GOVERNMENT AGENCY OR IN ACCORDANCE WITH AND SUBJECT TO TERMS AND CONDITIONS OF ABOVE NUMBERED CONTRACT.											
Reference your <input type="checkbox"/> Oral <input type="checkbox"/> Written Quotation _____, Dated _____.											
PURCHASE <input checked="" type="checkbox"/> 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: Fixed-Price Redetermination 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 CAROL C RIVARD /SIGNED/ RIVARDC@RIA.ARMY.MIL (309)782-3272			25. TOTAL \$1,449.50		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			
a. DATE (YYYYMMDD)		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER						35. BILL OF LADING NO.			
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 11

PIIN/SIIN DAAE20-03-P-0546

MOD/AMD

Name of Offeror or Contractor: AGM CONTAINER CONTROLS INC

SUPPLEMENTAL INFORMATION

NOUN: Desiccator

NSN: 6640-01-136-7362

PN: 12309118

1. Purchase order is awarded for 50 each with a 100% option quantity.
2. FOB Destination
3. Funds are available for this award.
4. Earlier Deliveries are acceptable at no additional cost to the Government.

*** END OF NARRATIVE A 001 ***

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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1	HQ, DA NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES	JUL/1993
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(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
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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

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

Page 3 of 11

PIIN/SIIN DAAE20-03-P-0546

MOD/AMD

Name of Offeror or Contractor: AGM CONTAINER CONTROLS INC

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)

(AS7006)

3 52.233-4503 AMC-LEVEL PROTEST PROGRAM
TACOM-RI

JUN/1998

(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)

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAE20-03-P-0546 MOD/AMD

Name of Offeror or Contractor: AGM CONTAINER CONTROLS INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																		
0001	SUPPLIES OR SERVICES AND PRICES/COSTS NSN: 6640-01-136-7362 FSCM: 19207 PART NR: 12309118 SECURITY CLASS: Unclassified																						
0001AA	<u>PRODUCTION QUANTITY</u> NOUN: DESICCATOR PRON: M1310787M1 PRON AMD: 02 ACRN: AA AMS CD: 070011 <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>W52H0931771718</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>50</td> <td>24-OCT-2003</td> </tr> </table> FOB POINT: Destination 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-0546/0000	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	W52H0931771718	W45G19	J		1	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>	001	50	24-OCT-2003	50	EA	\$ 28.99000	\$ 1,449.50
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>																		
001	W52H0931771718	W45G19	J		1																		
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>																					
001	50	24-OCT-2003																					

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 6 of 11
	PIIN/SIIN DAAE20-03-P-0546	MOD/AMD

Name of Offeror or Contractor: AGM CONTAINER CONTROLS INC

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 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: Per ASTM D 3951-95

(End of clause)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-03-P-0546 MOD/AMD	Page 7 of 11
Name of Offeror or Contractor: AGM CONTAINER CONTROLS INC		

(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)

6	52.246-15	CERTIFICATE OF CONFORMANCE	APR/1984
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DELIVERIES OR PERFORMANCE

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:

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

(FA7001)

7	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
8	52.247-34	F.O.B. DESTINATION	NOV/1991

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 8 of 11

PIIN/SIIN DAAE20-03-P-0546

MOD/AMD

Name of Offeror or Contractor: AGM CONTAINER CONTROLS INC

CONTRACT ADMINISTRATION DATA

LINE	PRON/	OBLG					JOB	ACCOUNTING	OBLIGATED
<u>ITEM</u>	<u>AMS CD</u>	<u>ACRN</u>	<u>STAT</u>	<u>ACCOUNTING CLASSIFICATION</u>			<u>ORDER</u>	<u>STATION</u>	<u>AMOUNT</u>
							<u>NUMBER</u>		
0001AA	M1310787M1	AA	2	97	X4930AC6G 6D	26FB S11116		W52H09	\$ 1,449.50
	070011								
								TOTAL	\$ 1,449.50

SERVICE							ACCOUNTING	OBLIGATED
<u>NAME</u>	<u>TOTAL BY ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>					<u>STATION</u>	<u>AMOUNT</u>
Army	AA	97	X4930AC6G 6D	26FB S11116			W52H09	\$ 1,449.50
							TOTAL	\$ 1,449.50

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 9 of 11
	PIIN/SIIN DAAE20-03-P-0546 MOD/AMD	

Name of Offeror or Contractor: AGM CONTAINER CONTROLS 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)

9	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
	DFARS		

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)

10	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
11	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	MAY/1999
12	52.243-1	CHANGES - FIXED PRICE	AUG/1987
13	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
14	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
	DFARS		
15	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	APR/2003
	DFARS		
16	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
	DFARS		
17	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
	DFARS		
18	52.217-6	EVALUATED OPTION FOR INCREASED QUANTITY	MAR/1990

a. This award includes an evaluated option.

b. The Government reserves the right to increase the quantity of item(s) CLIN 0001 by a quantity of up to and including but not exceeding 100 percent as an evaluated option at the price(s) quoted below.

c. If the Contractor does not quote a price hereunder, the lowest price offered/bid in the Schedule for item(s) CLIN 0001 shall be the price used for evaluation/award of any option quantities. All evaluation factors identified in the solicitation, except F.O.B. origin transportation costs, will be applied to the option quantity for evaluation purposes.

d. The Contracting Officer may exercise the evaluated option at any time preceding 31 Dec 03 by giving written notice to the Contractor.

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

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

g. Offered Unit Prices for the Option Quantities are:

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

Page 10 of 11

PIIN/SIIN DAAE20-03-P-0546

MOD/AMD

Name of Offeror or Contractor: AGM CONTAINER CONTROLS INCUnit PriceEvaluated Option
(F.O.B. Origin)

\$ 28.99 CLIN 0001

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

(End of Clause)

(IF6080)

19

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 indicated by the addition of '(DEVIATION)' after the name of the regulation.

(End of clause)

(IF7016)

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 11 of 11****PIIN/SIIN** DAAE20-03-P-0546**MOD/AMD****Name of Offeror or Contractor:** AGM CONTAINER CONTROLS INC

LIST OF ATTACHMENTS

The following documents are hereby attached by reference and form a part of this acquisition.

ATCH 01 Drw No. 12309118, Rev C dated 15 Nov 1996

(End of Clause)

(JS7001)