

ORDER FOR SUPPLIES OR SERVICES

1. CONTRACT PURCH ORDER/AGREEMENT NO. DAAE20-03-P-0598				2. DELIVERY ORDER/CALL NO.		3. DATE OF ORDER/CALL (YYYYMMDD) 2003NOV26		4. REQUISITION/PURCH REQUEST NO. SEE SCHEDULE		5. PRIORITY DOA5					
6. ISSUED BY TACOM-ROCK ISLAND AMSTA-AQ-ARCC-B JANE THORNTON (309)782-5626 ROCK ISLAND IL 61299-7630 EMAIL: THORNTONJ@RIA.ARMY.MIL				CODE W52H09		7. ADMINISTERED BY (if other than 6) DCMA DAYTON AREA C BUILDING 30 1725 VAN PATTON DR WRIGHT-PATTERSON AFB OH 45433-5302 SCD: C PAS: NONE ADP PT: HQ0337				8. DELIVERY FOB <input type="checkbox"/> DESTINATION <input checked="" type="checkbox"/> OTHER (See Schedule if other)					
9. CONTRACTOR COMMERCIAL METAL FABRICATORS 150 COMMERCE PARK DR DAYTON, OH. 45404-1273 NAME AND ADDRESS TYPE BUSINESS: Other Small Business Performing in U.S.				CODE 6A011		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					
14. SHIP TO SEE SCHEDULE				CODE		15. PAYMENT WILL BE MADE BY DFAS COLUMBUS CENTER NORTH ENTITLEMENT OPERATIONS PO BOX 182266 COLUMBUS OH 43218-2266				CODE HQ0337		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.															
16. TYPE OF ORDER	DELIVERY/ CALL														
PURCHASE	X	Reference your <input type="checkbox"/> Oral <input checked="" type="checkbox"/> Written Quotation DAAE2003T0371, Dated 2003SEP08. MR. JACK DAKIN 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 checked="" 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 SEE SCHEDULE CONTRACT TYPE: Firm-Fixed-Price KIND OF CONTRACT: Supply Contracts and Priced Orders					20. QUANTITY ORDERED/ ACCEPTED*	21. UNIT	22. UNIT PRICE	23. AMOUNT						
* 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 MARGARET C TUFTEE /SIGNED/ TUFTEEM@RIA.ARMY.MIL (309)782-7163 BY: CONTRACTING/ORDERING OFFICER					25. TOTAL	\$24,235.00				
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 22
	PIIN/SIIN DAAE20-03-P-0598	MOD/AMD

Name of Offeror or Contractor: COMMERCIAL METAL FABRICATORS

SUPPLEMENTAL INFORMATION

- A.1 A Firm Fixed Priced type contract is hereby awarded.
- A.2 First Article Test Report is not a separately priced item. Therefore, costs are amortized into the unit price of the production quantity.
- A.3 The schedule contains one each, 25 percent option. The first option period may be exercised from Date of Award until one year thereafter. Option, if and when, exercised: FOB: Origin. FOB Origin Clauses contained herein are applicable only to the option quantity. Note: Clause IF6080 on Page 16 for any option information.
- A.4 Contractor shall make delivery as specified in Schedule B.
- A.5 This is an urgent requirement.

*** END OF NARRATIVE A 001 ***

<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
TACOM-RI | NOTICE ABOUT TACOM-RI OMBUDSMAN | 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:

Name of Offeror or Contractor: COMMERCIAL METAL FABRICATORS

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)

7 52.215-4503 NOTICE TO OFFERORS - ELECTRONIC BID/OFFER RESPONSE REQUIRED FEB/2002
TACOM-RI

1. In accordance with Management Reform Memorandum (MRM) #2 from the Department of Defense (DoD), all Services are required to eliminate paper from their acquisition process by January 1, 2000 (see information at <http://www.acq.osd.mil/pcipt/>).

2. In response to this mandate, TACOM-RI has established the capability to receive bids, proposals, and quotes electronically. A hotlink from the TACOM-RI Solicitation Page has been activated to fully automate the response process (see <http://aais.ria.army.mil/aais/SOLINFO/index.htm>).

3. **IMPORTANT:** Bids/proposals/quotes in response to this solicitation are REQUIRED to be submitted in electronic format. Hard copy bids/offers/quotes WILL NOT BE ACCEPTED.

4. Your attention is drawn to the following clauses in Section L of this solicitation for instructions and additional information:

LS7011, Electronic Bids/Offers - TACOM-RI
(TACOM-RI 52.215-4510)

LS7013, Electronic Award Notice - TACOM-RI
(TACOM-RI 52.215-4511)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-03-P-0598 MOD/AMD	Page 5 of 22
Name of Offeror or Contractor: COMMERCIAL METAL FABRICATORS		

(End of clause)

(AS7004)

8	52.233-4503 TACOM-RI	AMC-LEVEL PROTEST PROGRAM	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)

9	52.246-4515 TACOM- RI/CHEMICAL	INCLUSION OF TESTING COSTS	JUL/2003
---	--------------------------------------	----------------------------	----------

1. All test costs associated with the performance of this contract shall be borne by the contractor and shall be part of the overall unit cost of the item(s) to be delivered under this contract.

2. These costs shall included but are not limited to:

- (a) First Article Test (FAT).
- (b) All pre-production material evaluations.
- (c) All production lot acceptance inspection/test costs required to be performed or directed by government documents, contract clauses, drawing, specification or publications used to determine material compliance or suitability for use in this contract.
- (d) All transportation and/or shipping costs associated with the performance of FA tests and/or production lot testing/acceptance inspection.
- (e) All inspections and tests performed by government or commercial test laboratories.

3. Testing that cannot be performed by a commercial testing laboratory because it involves actual chemical agents or simulant, and/or unique equipment may be contracted with the Edgewood Chemical Biological Center (ECBC) Test Laboratories, Aberdeen Proving Grounds, MD. A test service agreement (TSA) will be established for this testing. It is the responsibility of the contractor to contact the ECBC Testing Laboratories for a cost estimate of the testing, which will be included in the contractor's proposed unit price.

4. Contacts for obtaining cost estimates for agent simulant and physical testing chemical agent testing are as follows:

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-03-P-0598 MOD/AMD	Page 6 of 22
Name of Offeror or Contractor: COMMERCIAL METAL FABRICATORS		

For agent or simulant and physical testing:

Mr. Jerald Ford, AMSSB-REN-SN, 410/436-2284, or Email: JERALD.K.FORD@US.ARMY.MIL.

And/or:

For chemical agent testing:

Mr. Lee Campbell, AMSSB-RRT-AE, 410/436-5183 or Email: LEE.E.CAMPBELL@US.ARMY.MIL.

5. Immediately after contract award to the successful offeror, the contractor shall contact Mr. Ron Hinkle, AMSSB-RAS-C at 410/436-2031 or Email: RON.HINKLE@US.ARMY.MIL to establish a TSA for necessary Edgewood Chemical Biological Center testing support.

(End of clause)

(AS7020)

14a. Paragraph 53, Federal Acquisition Regulation (FAR) 52.219-1, Small Business Program Representations - Alternate I is amended in accordance with the enclosed revision.

14b. (ADDED) J.1., List of Attachments is hereby incorporated in accordance with the enclosed revision.

*** END OF NARRATIVE A 002 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAE20-03-P-0598 MOD/AMD

Page 7 of 22

Name of Offeror or Contractor: COMMERCIAL METAL FABRICATORS

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>TUBE BODY FOR 12" X 56" MRC</u></p> <p>NOUN: TUBES FOR 12X56 MRC SECURITY CLASS: Unclassified</p> <p>PRON: S64KSSH1SB PRON AMD: 01 ACRN: AA AMS CD: 42212300000</p>	100	EA		\$ 24,235.00
0001AA	<p><u>FIRST ARTICLE</u></p> <p>NOUN: Tube Body for 12" X 56", Stainless Steel, 304-2B Seam Welded Tubes Radiography Inspection of Seam Weld in accordance with ASTM E390-95, Grade 2 and MIL STD 453C-1988</p> <p>NSN: N/A</p> <p>NOUN: FIRST ARTICLE CONTRACTOR TESTING</p> <p>SECURITY CLASS: UNCLASSIFIED</p> <p><u>PACKAGING AND MARKING</u></p> <p><u>INSPECTION AND ACCEPTANCE</u></p> <p>INSPECTION: ORIGIN ACCEPTANCE: DESTINATION</p> <p>GOVERNMENT APPROVAL/DISAPPROVAL DAYS: 45</p> <p><u>DELIVERY OR PERFORMANCE</u></p> <p>DOC SUPPL</p> <p><u>REL_CD MILSTRIP ADDR SIG_CD MARK_FOR TP_CD</u> 001</p> <p><u>DEL_REL_CD QUANTITY DEL_DATE</u> 001 1 5 JAN 2004</p> <p>ARO: AFTER RECEIPT OF ORDER</p> <p>FOB POINT: DESTINATION</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (ZZZZZ5) TACOM-ROCK ISLAND ATTN AMSTA-AQ-ARCC ROCK ISLAND IL 61299-7630</p>	1	LO	NOT SEPARATELY PRICED	
0001AB	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: Tube Body for 12" X 56", Stainless Steel, 304-2B Seam Welded Tubes Radiography Inspection of Seam Weld</p>			\$242.35	

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAE20-03-P-0598 MOD/AMD

Name of Offeror or Contractor: COMMERCIAL METAL FABRICATORS

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																					
	<p>in accordance with ASTM E390-95, Grade 2 and MIL STD 453C-1988</p> <p>NSN: N/A</p> <p>FSCM: N/A</p> <p>P/N: ACV00568</p> <p>SECURITY CLASS: UNCLASSIFIED</p> <p><u>PACKAGING AND MARKING</u></p> <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></td> <td>W22PVJ</td> <td>J</td> <td></td> <td>1</td> </tr> </table> <p>FOB POINT: DESTINATION</p> <p>SHIP TO: 12x56 Multiple Round Container Project Attn: Mr. Herman Vaughn (Ext 3260) PBA Shipping and Receiving, Building 23-330 Pine Bluff, Arkansas 71602</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td><u>DLVR SCH</u></td> <td></td> <td><u>PERF COMPL</u></td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>100</td> <td>15-JUN-2004</td> </tr> </table> <p style="text-align: right;">\$ 24,235.00</p>	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001		W22PVJ	J		1	<u>DLVR SCH</u>		<u>PERF COMPL</u>	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	100	15-JUN-2004				
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>																					
001		W22PVJ	J		1																					
<u>DLVR SCH</u>		<u>PERF COMPL</u>																								
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>																								
001	100	15-JUN-2004																								

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-03-P-0598 MOD/AMD	Page 9 of 22
---------------------------	---	----------------------------

Name of Offeror or Contractor: COMMERCIAL METAL FABRICATORS

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 See Attachments 001, and 002.

*** END OF NARRATIVE C 001 ***

10 52.210-4501 DRAWINGS/SPECIFICATION MAR/1988
TACOM-RI

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement. M1256004 (Attachment 002)

(CS6100)

11 52.248-4502 CONFIGURATION MANAGEMENT MAY/2002
SBCCOM

The contractor may submit Engineering Change Proposal (ECPs), Value Engineering Change Proposals (VECPs), Request for Deviations (RFDs), and Notice of Revisions (NORs) for the documents in the Technical Data Package (TDP). The contractor shall prepare these documents in accordance with block 4 of the enclosed DD Form 1423, Contract Data Requirements List (CDRL). The contractor is not responsible for the documentation of the logistics support impact of proposed ECPs. These documents shall be submitted electronically in accordance with block 14 of the enclosed DD Form 1423, CDRL. MIL-HDBK-61 may be used for general guidance on Configuration Management.

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.

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. If the first VECP submitter's proposal is accepted by the Government, subsequent submitters will receive no VECP savings under their own or other contracts.

(End of Clause)

(CS7112)

C.2 (Added) The production articles will be serialized according to Drawing SN_M1256_2004 and in accordance with the Scope of Work (SOW). The first article tubes shall be serialized as FA1 through FA8.

*** END OF NARRATIVE C 002 ***

PACKAGING AND MARKING

D.1 PACKAGING AND MARKING REQUIREMENTS

The packaging for the items identified shall be accomplished in accordance with the following requirements:

- a. Each item shall be free of dirt and other contaminants that would contribute to the deterioration of the item or would require cleaning prior to use. Coatings and preservatives that are applied to the item for protection are not considered contaminants.
- b. Each item shall be provided cushioning by wrapping, compartmenting or other means to mitigate shock and vibration to prevent damage during handling and shipment.
- c. Each shipping container shall be designed and constructed so that it will contain the contents with no damage to the item during shipping and storage. The outermost component package shall be a container such as a sealed bag, carton, box, crate, pallet or pallet crate.
- d. Shipping containers (including any necessary blocking, bracing, cushioning, and 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 and storage under favorable conditions.

*** END OF NARRATIVE D 001 ***

Name of Offeror or Contractor: COMMERCIAL METAL FABRICATORS

INSPECTION AND ACCEPTANCE

E.1 THE CONTRACTOR SHALL PERFORM AND INCLUDE THE FOLLOWING IN ACCORDANCE WITH THE PERFORMANCE SPECIFICATIONS AND REQUIREMENT (ATTACHMENT 001).

- a. SERIALIZE EACH TUBE BY MARKING IN 1 INCH HIGH LETTERING, SERIAL NUMBERS 001-203 (E.G. PERMANENT INK MARKER)
- b. X-RAY RADIOGRAPH EACH TUBE FOR WELD DEFECTS
- c. COMPLETE AND FORWARD A RADIOGRAPHIC INSPECTION REPORT AND RADIOGRAPH FOR EACH ITEM TO:

ATTN: 5X25 MRC PROGRAM
AMSSB-RSO-SDM
Bldg. 62, ATTN: MR. NINO BONAVITO
ROCK ISLAND ARSENAL
ROCK ISLAND, IL 61299

*** END OF NARRATIVE E 001 ***

E.2 UPON COMPLETION OF THE CONTRACTOR FIRST ARTICLE TEST APPROVAL, THE GOVERNMENT WILL PERFORM FIRST ARTICLE TESTING TO INCLUDE, AS A MINIMUM AND FOR EXAMPLE, THE FOLLOWING:

FIRST ARTICLE TESTING WILL CONSIST OF:

- a. A HELIUM LEAK CHECK ON EACH OF THE THREE TUBE SAMPLES.
- b. EACH TUBE WILL BE WELDED TO A FLANGE AND A BASE. A COVER AND A RUBBER SEAL WILL BE USED TO HERMETICALLY SEAL THE CONTAINER.
- c. HELIUM WILL BE INTRODUCED INTO THE CONTAINER THROUGH A VALVE INSTALLED IN THE COVER. THE CONTAINER WILL BE PRESSURIZED INTERNALLY BETWEEN 5 AND 15 POUNDS PER SQUARE INCH (PSI) ABOVE THE OUTSIDE AIR PRESSURE.
- d. A MASS SPECTROMETER WILL BE USED TO DETECT HELIUM ESCAPING FROM THE CONTAINER.
- e. A PROBE WILL BE PASSED ACROSS THE SURFACE OF THE SEAM WELD ON THE TUBE TO CHECK FOR LEAKS.
- f. IF THE LEAK RATE AT ANY POINT ALONG THE SURFACE OF THE SEAM WELD DOES NOT EXCEED 1×10^{-6} CC HE/SEC, THE TUBE WILL BE CONSIDERED TO HAVE PASSED FIRST ARTICLE TEST.
- g. LEAKS AT OTHER WELDS OR AT THE SEAL WILL NOT BE CONSIDERED IN THE PASS/FAIL CRITERIA.
- h. THE TEST WILL BE COMPLETED BY THE GOVERNMENT AND WILL BE COMPLETED WITHIN 30 DAYS OF RECEIPT OF THE FAT ITEMS AT PINE BLUFF ARSENAL.
- i. THE CONTRACTOR WILL BE RESPONSIBLE FOR DELIVERING THE EIGHT (8) FIRST ARTICLES TO THE ADDRESS IDENTIFIED IN SECTION B OF THE SOLICITATION.

*** END OF NARRATIVE E 002 ***

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)

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 11 of 22
	PIIN/SIIN DAAE20-03-P-0598	MOD/AMD
Name of Offeror or Contractor: COMMERCIAL METAL FABRICATORS		

a. The first article shall consist of: 8 (EIGHT) EACH TUBE BODIES which shall be examined and tested in accordance with contract requirements, the item specification (s), the Quality Assurance Provisions (QAPs) and drawings listed in the Technical Data Package.

b. The first article shall be delivered to: AS SPECIFIED IN SCHEDULE B. The first article shall be delivered by the Contractor Free on Board (FOB) destination except when transportation protective service or transportation security is required by other provision of this contract. If such is the case, the first article shall be delivered FOB origin and shipped on Government Bill of Lading.

c. The first article shall be representative of items to be manufactured using the same processes and procedures as contract production. All parts and materials, including packaging and packing, shall be obtained from the same source of supply as will be used during regular production. All components, subassemblies, and assemblies in the first article sample shall have been produced by the Contractor (including subcontractors) using the technical data package provided by the Government.

d. Prior to delivery, each of the first article assemblies, subassemblies, and components shall be inspected by the Contractor for all contract, drawing, QAP and specification requirements except for any environmental or destructive tests indicated below: SEE ATTACHMENTS 9, 10, AND 11. The Contractor shall provide to the Contracting Officer at least 15 calendar days advance notice of the schedule date for final inspection of the first article. Those inspections which are of a destructive nature shall be performed upon additional sample parts selected from the same lot(s) or batch(es) from which the first article was selected. Results of contractor inspections (including supplier's and vendor's inspection records when applicable) shall be verified by the Government Quality Assurance Representative (QAR). One copy of the contractor's inspection report with evidence of the QAR's verification shall be forwarded with the first article; two copies shall be provided to the Contracting Officer. Upon delivery to the Government, the first article may be subjected to inspection for all contract, drawing, specification, and QAP requirements.

e. Notwithstanding the provisions for waiver of first article, an additional first article sample or portion thereof, may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of 90 days, or (iii) whenever a change occurs in the place of performance, manufacturing process, material used, drawing, specification or source supply. When conditions (i), (ii), or (iii) above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for an additional first article sample or portion thereof, and instructions provided concerning the submission, inspection and notification of results. Costs of the additional first article testing resulting from any of the causes listed herein that were instituted by the contractor and not due to changes directed by the Government shall be borne by the Contractor.

f. Rejected first articles or portions thereof not destroyed during inspection and testing will be held at the government first article test site for a period of 30 days following the date of notification of rejection, pending receipt of instructions from the Contractor for the disposition of the rejected material. The Contractor agrees that failure to furnish such instructions within said 30 day period shall constitute abandonment of said material by the Contractor and shall confer upon the Government the right to destroy or otherwise dispose of the rejected items at the discretion of the Government without liability to the Contractor by reason of such destruction or disposition.

(End of Clause)

(ES6017)

13 52.209-4512 FIRST ARTICLE TEST (CONTRACTOR TESTING) MAR/2001
TACOM-RI

a. The first article shall consist of: EIGHT (8) EACH TUBE BODIES (weld inspected and x-ray radiographed for weld defects in accordance with ASTM-E390-95 Grade 2 and MIL STD 453c-1988) which shall be examined and tested in accordance with contract requirements, the item specification(s), Quality Assurance Provisions (QAPs) and all drawings listed in the Technical Data Package.

b. The first article shall be representative of items to be manufactured using the same processes and procedures and at the same facility as contract production. All parts and materials, including packaging and packing, shall be obtained from the same source of supply as will be used during regular production. All components, subassemblies, and assemblies in the first article sample shall have been produced by the Contractor (including subcontractors) using the technical data package applicable to this procurement.

c. The first article shall be inspected and tested by the contractor for all requirements of the drawing(s), the QAPs, and specification(s) referenced thereon, except for:

(1) Inspections and tests contained in material specifications provided that the required inspection and tests have been performed previously and certificates of conformance are submitted with the First Article Test Report.

(2) Inspections and tests for Military Standard (MS) components and parts provided that inspection and tests have been performed previously and certifications for the components and parts are submitted with the First Article Test Report.

(3) Corrosion resistance tests over 10 days in length provided that a test specimen or sample representing the same process

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 12 of 22
	PIIN/SIIN DAAE20-03-P-0598	MOD/AMD

Name of Offeror or Contractor: COMMERCIAL METAL FABRICATORS

has successfully passed the same test within 30 days prior to processing the first article, and results of the tests are submitted with the First Article Test Report.

(4) Life cycle tests over 10 days in length provided that the same or similar items manufactured using the same processes have successfully passed the same test within 1 year prior to processing the first article and results of the tests are submitted with the First Article Test Report.

(5) Onetime qualification tests, which are defined as a one-time on the drawing(s), provided that the same or similar item manufactured using the same processes has successfully passed the tests, and results of the test are on file at the contractor's facility and certifications are submitted with the First Article Test Report.

d. The Contractor shall provide to the Contracting Officer at least 15 calendar days advance notice of the scheduled date for final inspection and test of the first article. Those inspections which are of a destructive nature shall be performed upon additional sample parts selected from the same lot(s) or batch(es) from which the first article was selected.

e. A First Article Test Report shall be compiled by the contractor documenting the results of all inspections and tests (including supplier's and vendor's inspection records and certifications, when applicable). The First Article Test Report shall include actual inspection and test results to include all measurements, recorded test data, and certifications (if applicable) keyed to each drawing, specification and QAP requirement and identified by each individual QAP characteristic, drawing/specification characteristic and unlisted characteristic. Evidence of the QAR's verification will be provided. One copy of the First Article Test Report will be submitted through the Administrative Contracting Officer to the Contracting Officer with a copy furnished to

DEPARTMENT OF THE ARMY
SOLDIER AND BIOLOGICAL CHEMICAL COMMAND
ATTN: AMSTA-AQ-ARCC-B, MS. JANE E. THORNTON
ROCK ISLAND, ILLINOIS 61299-7390

f. Notwithstanding the provisions for waiver of first article, an additional first article sample or portion thereof, may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of 90 days, or (iii) whenever a change occurs in place of performance, manufacturing process, material used, drawing, specification or source of supply. When conditions (i), (ii), or (iii) above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for the additional first article sample or portion thereof, and instructions provided concerning the submission, inspection, and notification of results. Costs of the additional first article testing resulting from any of the causes listed herein that were instituted by the contractor and not due to changes directed by the Government shall be borne by the Contractor.

(End of Clause)

(ES6016)

14	52.246-4528	REWORK AND REPAIR OF NONCONFORMING MATERIAL	MAY/1994
	TACOM-RI		

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.

b. Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to the Government Quality Assurance Representative (QAR) for review prior to implementation. Rework procedures are subject to the QAR's disapproval.

c. Repair procedures shall be documented by the Contractor and submitted on a Request for Deviation/Waiver, to the Contracting Officer for review and written approval prior to implementation.

d. Whenever the Contractor submits a repair or rework procedure for Government review, the submission shall also include a description of the cause for the nonconformances and a description of the action taken or to be taken to prevent recurrence.

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 13 of 22
	PIIN/SIIN DAAE20-03-P-0598 MOD/AMD	
Name of Offeror or Contractor: COMMERCIAL METAL FABRICATORS		

e. The rework or repair procedure shall also contain a provision for reinspection which will take precedence over the Technical Data Package requirements and shall, in addition, provide the Government assurance that the reworked or repaired items have met reprocessing requirements.

(End of Clause)

(ES7012)

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:

<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)

15	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
16	52.247-29	F.O.B. ORIGIN	JUN/1988
17	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999
18	52.247-61	F.O.B. ORIGIN - MINIMUM SIZE OF SHIPMENTS	APR/1984
19	52.247-65	F.O.B. ORIGIN, PREPAID FREIGHT - SMALL PACKAGE SHIPMENTS	JAN/1991
20	52.247-4531	COGNIZANT TRANSPORTATION OFFICER	MAY/1993
	TACOM-RI		

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

PIIN/SIIN DAAE20-03-P-0598

MOD/AMD

Name of Offeror or Contractor: COMMERCIAL METAL FABRICATORS

CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/	OBLG	JOB	ACCOUNTING	OBLIGATED				
<u>ITEM</u>	<u>MIPR</u>	<u>ACRN</u> <u>STAT</u>	<u>ORDER</u> <u>NUMBER</u>	<u>STATION</u>	<u>AMOUNT</u>				
0001	S64KSSH1SB	AA 2	21	42020000046D6D17P4221232512	S19130	46KSSH	W91A2K	\$	24,235.00
	42212300000								
							TOTAL	\$	24,235.00

SERVICE	ACCOUNTING	OBLIGATED
<u>NAME</u>	<u>STATION</u>	<u>AMOUNT</u>
Army	W91A2K	\$ 24,235.00
	TOTAL	\$ 24,235.00

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 15 of 22
	PIIN/SIIN DAAE20-03-P-0598 MOD/AMD	

Name of Offeror or Contractor: COMMERCIAL METAL FABRICATORS

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)

21	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA - ALTERNATE III	MAY/2002
		DFARS	

22	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 is <thorntonj@ria.army.mil>. The data fax number for submission is 309.782.1218, ATTN: Ms. Jane E. Thornton.

(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)

23	52.247-4545	PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION	MAY/1993
		TACOM-RI	

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: _____

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

Page 16 of 22

PIIN/SIIN DAAE20-03-P-0598

MOD/AMD

Name of Offeror or Contractor: COMMERCIAL METAL FABRICATORS

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

Rail Freight Station Name and Address: _____

Serving Carrier: _____

(End of Clause)

(HS7600)

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)

24	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
25	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
26	52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	SEP/2002
27	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
28	52.232-18	AVAILABILITY OF FUNDS	APR/1984
29	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	OCT/2003
30	52.242-2	PRODUCTION PROGRESS REPORTS	APR/1991
31	52.242-10	F.O.B. ORIGIN - GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE	APR/1984
32	52.242-12	REPORT OF SHIPMENT (RESHIP)	JUN/2003
33	52.243-1	CHANGES - FIXED PRICE	AUG/1987
34	52.249-1	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)(SHORT FORM)	APR/1984
35	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
36	252.204-7004 DFARS	REQUIRED CENTRAL CONTRACTOR REGISTRATION	NOV/2001
37	252.225-7001 DFARS	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	APR/2003
38	252.231-7000 DFARS	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
39	252.232-7003 DFARS	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	MAR/2003
40	252.242-7000 DFARS	POSTAWARD CONFERENCE	DEC/1991
41	252.242-7003 DFARS	APPLICATION FOR U.S. GOVERNMENT SHIPPING	DEC/1991
42	252.243-7001 DFARS	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
43	252.246-7000 DFARS	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
44	52.213-4	TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS)	OCT/2003

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

Information to be inserted in Paragraph (c):

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

or

Name of Offeror or Contractor: COMMERCIAL METAL FABRICATORS

www.acq.osd.mil/dp/dars

(IF8001)

45 52.209-4 FIRST ARTICLE APPROVAL-GOVERNMENT TESTING, ALTERNATE I AND ALTERNATE II JAN/1997

(a) The Contractor shall deliver * unit(s) of Lot/Item * within ** calendar days from the date of this contract to the Government at * for first article tests. The shipping documentation shall contain this contract number and the Lot/Item identification. The characteristics that the first article must meet and the testing requirements are specified elsewhere in this contract.

(b) Within 45 calendar days after the Government receives the first article, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall submit an additional first article for testing. After each request, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall furnish any additional first article to the Government under the terms and conditions and within the time specified by the Government. The Government shall act on this first article within the time limit specified in paragraph (b) of this clause. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, the Contractor -

(1) May deliver the approved first article as a part of the contract quantity, provided it meets all contract requirements for acceptance and was not consumed or destroyed in testing; and

(2) Shall remove and dispose of any first article from the Government test facility at the Contractor's expense.

(f) If the Government does not act within the time specified in paragraph (b) or (c) of this clause, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) The Contractor is responsible for providing operating and maintenance instructions, spare parts support, and repair of the first article during any first article test.

(h) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.

(i) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the Offeror/Contractor and have been accepted by the Government. The Offeror/Contractor may request a waiver.

(j) The Contractor shall produce both the first article and the production quantity at the same facility.

* See Instructions Regarding Submission of First Article clause

** See Schedule B

(End of clause)

(IP6268)

CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN DAAE20-03-P-0598

MOD/AMD

Name of Offeror or Contractor: COMMERCIAL METAL FABRICATORS

46 52.217-6 EVALUATED OPTION FOR INCREASED QUANTITY MAR/1990

a. This solicitation includes an evaluated option (See Section M).

b. The Government reserves the right to increase the quantity of item(s) 0001AB by a quantity of up to and including but not exceeding 25 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) 0001AB 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 one calendar year of award date 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:

Unit Price

Evaluated Option
(F.O.B. Origin) \$_____ CLIN 0001AB

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)

47 52.209-3 FIRST ARTICLE APPROVAL-CONTRACTOR TESTING, ALTERNATE I AND ALTERNATE II JAN/1997

(a) The Contractor shall test * unit(s) of Lot/Item * as specified in this contract. At least fifteen (15) calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within ** calendar days from the date of this contract to * marked 'FIRST ARTICLE TEST REPORT: Contract No.____,Lot/Item No.____.' Within thirty (30) calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 19 of 22
	PIIN/SIIN DAAE20-03-P-0598	MOD/AMD

Name of Offeror or Contractor: COMMERCIAL METAL FABRICATORS

timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.

(h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the Offeror/Contractor and have been accepted by the Government. The Offeror/Contractor may request a waiver.

(i) The Contractor shall produce both the first article and the production quantity at the same facility.

* (See instructions regarding submission of First Article clause)

** (See Schedule B)

(End of Clause)

(IF7116)

48 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT OCT/1997

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

NOTE: The Order of Precedence within the specifications (paragraph (e) above) is: (1) Detailed specifications (including gage designs) for item(s) being procured; (2) Detailed specifications for material or operations; (3) General Specifications for class or items, and (4) General Specifications for class of materials.

(End of Clause)

(IF7003)

49 52.245-9 USE AND CHARGES (DEVIATION) APR/1984

(a) Definitions.

As used this clause -

Acquisition cost means the acquisition cost recorded in the Contractor's property control system or, in the absence of such record, the value attributed by the Government to a government property item for purposes of determining a reasonable rental charge.

Government property means property owned or leased by the Government.

Real property means land and rights in land, ground improvements, utility distribution systems, and buildings and other structures. It does not include foundations and other work necessary for installing special tooling, special test equipment, or equipment.

Rental period means the calendar period during which government property is made available for commercial purposes.

Rental time means the number of hours, to the nearest whole hour, rented property is actually used for commercial purposes. It includes time to set up the property for such purposes, perform required maintenance, and restore the property to its condition prior to rental (less normal wear and tear).

(b) General.

(1) Rental requests must be submitted to the administrative Contracting Officer, identify the property for which rental is requested, propose a rental period, and calculate an estimated rental charge by using the Contractor's best estimate of rental times in the formulae described in paragraph (c) of this clause.

Name of Offeror or Contractor: COMMERCIAL METAL FABRICATORS

(2) The contractor shall not use government property for commercial purposes, including Independent research and Development, until a rental charge for real property, or estimated rental charge for other property, is agreed upon. Rented property shall be used only on a non-interference basis.

(c) Rental charge.

(1) Real property and associated fixtures.

(1) The Contractor shall obtain, at its expense, a property appraisal from an independent licensed, accredited, or certified appraiser that computes a monthly, daily, or hourly rental rate for comparable commercial property. The appraisal may be used to compute rentals under this clause throughout its effective period or, if an effective period is not stated in the appraisal, for one year following the date the appraisal was performed. The contractor shall submit the appraisal to the administrative Contracting Officer at least 30 days prior to the date the property is needed for commercial use. Except as provided in paragraph (c)(1)(iii) of this clause, the administrative contracting Officer shall use the appraisal rental rate to determine a reasonable rental charge.

(ii) Rental charges shall be determined by multiplying the rental time by the appraisal rental rate expressed as a rate per hour. Monthly or daily appraisal rental rates shall be divided by 720 or 24, respectively, to determine an hourly rental rate.

(iii) When the administrative Contracting Officer has reason to believe the appraisal rental rate is not reasonable, he or she shall promptly notify the Contractor and provide his or her rationale. The parties may agree on an alternate means for computing a reasonable rental charge.

(2) Other government property. the Contractor may elect to calculate the final rental charge using the appraisal method described in paragraph (c)(1) of this clause subject to the constraints therein or the following formula in which rental time shall be expressed in increments of not less than one hour with portions of hours rounded to the next higher hour -

$$\text{Rental charge} = \frac{(\text{Rental Time in hours}) (.02 \text{ per hour}) (\text{Acquisition cost})}{720 \text{ hours per month}}$$

(3) Alternate methodology. The Contractor may request consideration of an alternate basis for computing the rental charge if it considers the monthly rental rate or a time-based rental unreasonable or impractical.

(d) Rental payments.

(1) Rent is due at the time and place specified by the Contracting Officer. If a time is not specified, the rental is due 60 days following completion of the rental period. The Contractor shall calculate the rental due, and furnish records or other supporting data in sufficient detail to permit the administrative Contracting Officer to verify the rental time and computation. Unless otherwise permitted by law, payment shall be made by check payable to the Treasurer of the United States and sent to the contract administration office identified in this contract or by electronic funds transfer to that office.

(2) Interest will be charged if payment is not made by the specified payment date or, in the absence of a specified date, the 61st day following completion of the rental period. Interest will accrue at the "Renegotiation Board Interest Rate" (published in the Federal Register semiannually on or about January 1st and July 1st) for the period in which the rent is due.

(3) The Government's acceptance of any rental payment under this clause, in whole or in part, shall not be construed as a waiver or relinquishment of any rights it may have against the Contractor stemming from the Contractor's unauthorized use of government property or any other failure to perform this contract according to its terms.

(e) Use revocation. At any time during the rental period, the Government may revoke commercial use authorization and require the Contractor, at the Contractor's expense, to return the property to the Government, restore the property to its pre-rental condition (less normal wear and tear), or both.

(f) Unauthorized use. The unauthorized use of government property can subject a person to fines, imprisonment, or both, under 18 U.S.C. 641.

(End of clause)

(IF7121)

(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.

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 22 of 22**

PIIN/SIIN DAAE20-03-P-0598

MOD/AMD

Name of Offeror or Contractor: COMMERCIAL METAL FABRICATORS

LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Attachment 001	PERFORMANCE SPECIFICATIONS AND REQUIREMENTS		2PG	MAIL
Attachment 002	DRAWING M1256004 03-07-07		1PG	MAIL

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://aaais.ria.army.mil/aaais/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	01 Oct 88	2 Pgs
Attachment 4A	Guidance on Documentation of Contract Data Requirements List (CDRL)		2 Pgs
Attachment 5A	Disclosure of Lobbying Activities (SF-LLL)	N/A	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)

J.1 Attachments 001 and 002 shall be requested in writing by E-mail to thorntonj@ria.army.mil.

*** END OF NARRATIVE J 001 ***