SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
Offeror To Complete Block 12, 17, 23, 24, & 30

1. Requisition Number SEE SCHEDULE

2. Contract No. W52H09-04-P-0124

3. Award/Effective Date 2004JAN08

4. Order Number

5. Solicitation Number

6. Solicitation Issue Date

7. For Solicitation Information Call:

A. Name NATE ACREE

B. Telephone Number (No Collect Calls) (309)782-1176

8. Offer Due Date/Local Time

9. Issued By **Code** W52H09

TACOM-ROCK ISLAND
AMSTA-LC-CSC-C
ROCK ISLAND IL 61299-7630

e-mail: ACREEN@RIA.ARMY.MIL

10. This Acquisition Is

[X] **Unrestricted**

[ ] **Set Aside:** **% For**

[ ] **Small Business**

[ ] **Small Disadv Business**

[ ] **8(A)**

SIC:

Size Standard:

11. Delivery For FOB Destination Unless Block Is Marked

[X] **See Schedule**

12. Discount Terms

[X] **13a. This Contract Is A Rated Order Under DPAS (18 CFR 700)**

13b. Rating DOA5

14. Method Of Solicitation

[ ] **RFQ** [ ] **IFB** [ ] **RFP**

15. Deliver To **Code**

SEE SCHEDULE

Telephone No.

16. Administered By **Code** S2404A

DCMA VIRGINIA
10500 BATTLEVIEW PKWY SUITE 200
MANASSAS VA 20109-2342

17. Contractor/Offeror **Code** 3HN73 **Facility**

HECKLER & KOCH DEFENSE INC
21480 PACIFIC BOULEVARD
STERLING, VA. 20166-8903

Telephone No.

18a. Payment Will Be Made By **Code** HQ0338

DFAS COLUMBUS CENTER
DFAS-CO/SOUTH ENTITLEMENT OPERATION
P O BOX 182264
COLUMBUS OH 43218-2264

[ ] **17b. Check If Remittance Is Different And Put Such Address In Offer**

18b. Submit Invoices To Address Shown In Block 18a Unless Block Below Is Checked

[ ] **See Addendum**

19. Item No.	20. Schedule Of Supplies/Services	21. Quantity	22. Unit	23. Unit Price	24. Amount
	SEE SCHEDULE (Attach Additional Sheets As Necessary)				FMS REQUIREMENT

25. Accounting And Appropriation Data
ACRN: AA 9711 X8242JAO1X6V6V01WUA 03831E1JAS11116 W52H09

26. Total Award Amount (For Govt. Use Only)
$300,622.00

[ ] **27a. Solicitation Incorporates By Reference FAR 52.212-1, 52.212-4. FAR 52.212-3 And 52.212-5 Are Attached.** [ ] **Are** [ ] **Are Not Attached.**

[X] **27b.Contract/Purchase Order Incorporates By Reference FAR 52.212-4. FAR 52.212-5 Is Attached. Addenda** [X] **Are** [ ] **Are Not Attached.**

28. Contractor Is Required To Sign This Document And Return _____ Copies

[ ] **To Issuing Office. Contractor Agrees To Furnish And Deliver All Items Set Forth Or Otherwise Identified Above And On Any Additional Sheets Subject To The Terms And Conditions Specified Herein.**

29. Award Of Contract: Reference _____ Offer

[ ] **Dated _____. Your Offer On Solicitation (Block 5) Including Any Additions Or Changes Which Are Set Forth Herein Is Accepted As To Items:**

30a. Signature Of Offeror/Contractor

31a. United States Of America (Signature Of Contracting Officer)

30b. Name And Title Of Signer (Type Or Print)

30c. Date Signed

31b. Name Of Contracting Officer (Type Or Print)
JERRY L YOWELL /SIGNED/
YOWELLJ@RIA.ARMY.MIL (309)782-6736

31c. Date Signed

32a. Quantity In Column 21 Has Been

[ ] **Received** [ ] **Inspected** [ ] **Accepted And Conforms To The Contract Except As Noted**

32b. Signature Of Authorized Government Representative

32c. Date

33. Ship Number

Partial **Final**

34. Voucher Number

35. Amount Verified Correct For

36. Payment

[ ] **Complete** [ ] **Partial** [ ] **Final**

37. Check Number

38. S/R Account Number

39. S/R Voucher Number

40. Paid By

41a. I Certify This Account Is Correct And Proper For Payment

41b. Signature And Title Of Certifying Officer

41c. Date

42a. Received By (Print)

42b. Received At (Location)

42c. Date Recd (YYMMDD)

42d. Total Containers

SUPPLEMENTAL INFORMATION

1. THIS PURCHASE ORDER IS ISSUED FOR THE FOLLOWING ITEMS:

0001AA - 164 EACH H & K USP9 9MM PISTOLS, P/N: 219312-001, $768.00 EACH, TOTAL $125,952.OO

0002AA - 164 EACH, USP9SD SOUND SUPPRESSORS, P/N 98113, $350.00 EACH, TOTAL $57,400.00

0003AA - 164 EACH, UNIVERSAL TACTICAL LIGHT W/ REMOTE SWITCH, P/N:700308, $196.00 EACH, TOTAL $32,144.00

0004AA - 164 EACH, LASER, BA-6 USP FULL SIZE, P/N 702244, $290.00 EACH, TOTAL $47,560.00

0005AA - 820 EACH, USP9 SPARE MAGAZINES, 15-RD, P/N 214866S, $15.00 EACH, TOTAL $12,300.00

0006AA - 164 EACH, MAGAZINE POUCH "EAGLE" SAS-PM-3, P/N TBD, $56.00 EACH, TOTAL $9,184.00

0007AA - 17 EACH, USP9SD SPARE BARRELS, P/N 219069, $144.00 EACH, TOTAL $2,448.00

0008AA - 164 EACH, EAGLE HOLSTER SAS-MKV THIGH STYLE, P/N: TBD, $81.00 EACH, $13,284.00

0009AA - 1 LOT, H & K MANUALS FOR USP9SD PISTOLS 10 EACH, EACH, $350.00

THE TOTAL OF THIS PURCHASE ORDER IS $300,622.00

2. NOTE: CERTIFICATE OF CONFORMANCE IS REQUIRED.
ACCEPTANCE IS AT ORIGIN
FOB:ORIGIN

3. EARLY/PARTIAL SHIPMENTS ARE AUTHORIZED.

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

XR WOL7 ANNISTON MUNITIONS CENTER
TRANS OFFICER (256) 235-7546 CL V
7 FRANKFORD AVE, BLDG 360
ANNISTON, AL 36201-3199

HOLD FOR FMS CASE B-JA-WUA
DO NOT PLACE IN STOCK

5. THE TOTAL DOLLAR VALUE OF THIS PURCHASE ORDER IS $300,622.00

*** END OF NARRATIVE A 001 ***

Name of Offeror or Contractor: HECKLER & KOCH DEFENSE INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	NSN: 9999-99-999-9999 SECURITY CLASS: Unclassified				
0001AA	PRODUCTION QUANTITY NOUN: USP9 9MM PISTOL/ACCESSORIES PRON: J53A0H36M1 PRON AMD: 02 ACRN: AA AMS CD: WUA038 FMS CASE IDENTIFIER: JA-B-WUA Packaging and Marking Inspection and Acceptance INSPECTION: Certificate of Conformance ACCEPTANCE: Origin Deliveries or Performance DOC REL CD 001 / MILSTRIP BJAB4531059022 / SUPPL ADDR BXXWUA / SIG CD L / MARK FOR BJAB00 / TP CD 3 PROJ CD / BRK BLK PT BJAB00 DEL REL CD 001 / QUANTITY 164 / DEL DATE 30-JUN-2004 FOB POINT: Origin SHIP TO: Contact DCMA for shipping instructions MARK FOR: CHIEF MUTUAL DEFENSE ASSISTANCE OFFICE APO SAN FRANCISCO 96503 CONTRACT/DELIVERY ORDER NUMBER W52H09-04-P-0124/0000	164	EA	$ 768.00000	$ 125,952.00
0002	NSN: 9999-99-999-9999 FSCM: 19200 PART NR: 988113 SECURITY CLASS: Unclassified				
0002AA	PRODUCTION QUANTITY NOUN: SOUND SUPPRESSOR F/USP9SD	164	EA	$ 350.00000	$ 57,400.00

Name of Offeror or Contractor: HECKLER & KOCH DEFENSE INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	PRON: J53AAH36M1 PRON AMD: 01 ACRN: AA AMS CD: WUA038 FMS CASE IDENTIFIER: JA-B-WUA Packaging and Marking Inspection and Acceptance INSPECTION: Certificate of Conformance ACCEPTANCE: Origin Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 BJAB4531059022A BXXWUA L 3 PROJ CD BRK BLK PT BJAB00 DEL REL CD QUANTITY DEL DATE 001 164 30-JUN-2004 FOB POINT: Origin SHIP TO: Contact DCMA for shipping instructions CONTRACT/DELIVERY ORDER NUMBER W52H09-04-P-0124/0000				
0003	NSN: 9999-99-999-9999 FSCM: 19200 PART NR: P702302 SECURITY CLASS: Unclassified				
0003AA	PRODUCTION QUANTITY	164	EA	$ 196.00000	$ 32,144.00
	NOUN: UNIV TAC LIGHT/W REMOTE PRON: J53ABH36M1 PRON AMD: 02 ACRN: AA AMS CD: WUA038 FMS CASE IDENTIFIER: JA-B-WUA Packaging and Marking Inspection and Acceptance INSPECTION: Certificate of Conformance ACCEPTANCE: Origin Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 BJAB4531059022B BXXWUA L 3 PROJ CD BRK BLK PT BJAB00				

Name of Offeror or Contractor: HECKLER & KOCH DEFENSE INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	DEL REL CD QUANTITY DEL DATE 001 164 30-JUN-2004 FOB POINT: Origin SHIP TO: Contact DCMA for shipping instructions CONTRACT/DELIVERY ORDER NUMBER W52H09-04-P-0124/0000				
0004	NSN: 9999-99-999-9999 FSCM: 19200 PART NR: 702244 SECURITY CLASS: Unclassified				
0004AA	PRODUCTION QUANTITY NOUN: LASER,BA-6 USP FULL SIZE PRON: J53ACH36M1 PRON AMD: 02 ACRN: AA AMS CD: WUA038 FMS CASE IDENTIFIER: JA-B-WUA Packaging and Marking Inspection and Acceptance INSPECTION: Certificate of Conformance ACCEPTANCE: Origin Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 BJAB4531059022C BXXWUA L 3 PROJ CD BRK BLK PT BJAB00 DEL REL CD QUANTITY DEL DATE 001 164 30-JUN-2004 FOB POINT: Origin SHIP TO: Contact DCMA for shipping instructions CONTRACT/DELIVERY ORDER NUMBER W52H09-04-P-0124/0000	164	EA	$ 290.00000	$ 47,560.00
0005	NSN: 9999-99-999-9999 FSCM: 19200 PART NR: 214866S SECURITY CLASS: Unclassified				

Name of Offeror or Contractor: HECKLER & KOCH DEFENSE INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AA	PRODUCTION QUANTITY NOUN: USP9 MAGAZINE F/USP9SD PISTOL PRON: J53ADH36M1 PRON AMD: 01 ACRN: AA AMS CD: WUA038 FMS CASE IDENTIFIER: JA-B-WUA Packaging and Marking Inspection and Acceptance INSPECTION: Certificate of Conformance ACCEPTANCE: Origin Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 BJAB4531059022D BXXWUA L 3 PROJ CD BRK BLK PT BJAB00 DEL REL CD QUANTITY DEL DATE 001 820 30-JUN-2004 FOB POINT: Origin SHIP TO: Contact DCMA for shipping instructions CONTRACT/DELIVERY ORDER NUMBER W52H09-04-P-0124/0000	820	EA	$ 15.00000	$ 12,300.00
0006	NSN: 9999-99-999-9999 FSCM: 19200 PART NR: SAS-PM-3 SECURITY CLASS: Unclassified				
0006AA	PRODUCTION QUANTITY NOUN: MAGAZINE POUCH,"EAGLE"SAS-PM3 PRON: J53AEH36M1 PRON AMD: 01 ACRN: AA AMS CD: WUA038 FMS CASE IDENTIFIER: JA-B-WUA Packaging and Marking Inspection and Acceptance INSPECTION: Certificate of Conformance ACCEPTANCE: Origin	164	EA	$ 56.00000	$ 9,184.00

Name of Offeror or Contractor: HECKLER & KOCH DEFENSE INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 BJAB4531059022E BXXWUA L 3 PROJ CD BRK BLK PT BJAB00 DEL REL CD QUANTITY DEL DATE 001 164 30-JUN-2004 FOB POINT: Origin SHIP TO: Contact DCMA for shipping instructions CONTRACT/DELIVERY ORDER NUMBER W52H09-04-P-0124/0000				
0007	NSN: 9999-99-999-9999 FSCM: 19200 PART NR: 219069 SECURITY CLASS: Unclassified				
0007AA	PRODUCTION QUANTITY NOUN: SPARE BARREL/F USD9SD PISTOL PRON: J53AFH36M1 PRON AMD: 01 ACRN: AA AMS CD: WUA038 FMS CASE IDENTIFIER: JA-B-WUA Packaging and Marking Inspection and Acceptance INSPECTION: Certificate of Conformance ACCEPTANCE: Origin Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 BJAB4531059022F BXXWUA L 3 PROJ CD BRK BLK PT BJAB00 DEL REL CD QUANTITY DEL DATE 001 17 30-JUN-2004 FOB POINT: Origin SHIP TO: Contact DCMA for shipping instructions CONTRACT/DELIVERY ORDER NUMBER W52H09-04-P-0124/0000	17	EA	$ 144.00000	$ 2,448.00

Name of Offeror or Contractor: HECKLER & KOCH DEFENSE INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	NSN: 9999-99-999-9999 FSCM: 19200 PART NR: SAS-PM3 SECURITY CLASS: Unclassified				
0008AA	PRODUCTION QUANTITY	164	EA	$ 81.00000	$ 13,284.00
	NOUN: EAGLE HOLSTER SAS-PM-3 THIGH PRON: J53AGH36M1 PRON AMD: 01 ACRN: AA AMS CD: WUA038 FMS CASE IDENTIFIER: JA-B-WUA				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Certificate of Conformance ACCEPTANCE: Origin				
	Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 BJAB4531059022G BXXWUA L 3 PROJ CD BRK BLK PT BJAB00 DEL REL CD QUANTITY DEL DATE 001 164 30-JUN-2004				
	FOB POINT: Origin				
	SHIP TO: Contact DCMA for shipping instructions				
	CONTRACT/DELIVERY ORDER NUMBER W52H09-04-P-0124/0000				
0009	NSN: 9999-99-999-9999 SECURITY CLASS: Unclassified				
0009AA	PRODUCTION QUANTITY	1	LT	$ 350.00000	$ 350.00
	NOUN: H&K MANUALS FOR USP9SD PISTOL PRON: J53AHH36M1 PRON AMD: 01 ACRN: AA AMS CD: WUA038 FMS CASE IDENTIFIER: JA-B-WUA				

THE I EACH LOT OF H & K MANUALS FOR THE USP9SD PISTOLS INCLUDE THE FOLLOWING:

10 EACH OPERATORS MANUALS (P/N:986451)

10 EACH MAINTENANCE MANUALS (P/N:986243)

Name of Offeror or Contractor: HECKLER & KOCH DEFENSE INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10 EACH ARMORERS MANUALS (P/N: ARMUSP)					

(End of narrative B001)

Packaging and Marking

Inspection and Acceptance
INSPECTION: Certificate of Conformance
ACCEPTANCE: Origin

Deliveries or Performance

DOC REL CD	MILSTRIP	SUPPL ADDR	SIG CD	MARK FOR	TP CD
001	BJAB4531059022H	BXXWUA	L		3
	PROJ CD	BRK BLK PT			
		BJAB00			

DEL REL CD	QUANTITY	DEL DATE
001	1	30-JUN-2004

FOB POINT: Origin

SHIP TO: Contact DCMA for shipping instructions

CONTRACT/DELIVERY ORDER NUMBER
W52H09-04-P-0124/0000

PACKAGING AND MARKING

	Regulatory Cite	Title	Date
1	52.211-4503	PACKAGING REQUIREMENTS (COMMERCIAL)	OCT/2003

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: 001

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, redistributuion 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:

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 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 identification and address markings with bar codes in accordance with this standard. For shipments moving to overseas locations and for mobile deployable units, the in-the-clear address must also include the host country geographic address and the APO/FPO address. 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 DLA Distribution Depots; e.g., New Cumberland, San Joaquin, Red River, Anniston). Packing lists are required in accordance with the standard, see paragraph 5.3.
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. Military Shipment Labels (MSLs) may be created using commercially available programs. These commercial programs can generate a MIL-STD-129 and Defense Transportation Regulation compliant MSLs and package labels. For example, the EasyForm MSL at http://www.easysoftcorp.com/products/Software/MSL.html. Insure that the ship to and mark for in-the-clear delivery address is complete including: consignees name, organization, department name, office, building, room, street address, city, state, country code, & DODAAC.

8. Hazardous Materials: In addition to the general instructions listed above;
8.1 Hazardous Materials is defined as a substance, or waste which has been determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and which has been so designated. (This includes all items listed as hazardous in Titles 29, 40 and 49 CFR and other applicable modal regulations effective at the time of shipment.)
8.2 Packaging and marking for hazardous material shall comply with the requirments for the mode of transport and the applicable performance packaging contained in the following documents:

International Air Transport Association (IATA) Dangerous Goods Regulations
International Maritime Dangerous Goods Code (IMDG)
Code of Federal Regulations (CFR) Title 29, Title 40 and Title 49
Joint Service Regulation AFJMAN24-204/TM38-250/NAVSUPPUB 505/MCO P4030.19/DLAM 4145.3 (for military air shipments).

8.3 If the shipment originates from outside the continental United Sates, 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.

8.4 A Product Material Safety DAta Sheet (MSDS) is required to be included with every unit pack and intermediate container and shall be included with the packing list inside the sealed pouch attached to the outside of the package.

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: N/A

End of Clause

(DS6421)

DELIVERIES OR PERFORMANCE

2	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)

Name of Offeror or Contractor: HECKLER & KOCH DEFENSE INC

CONTRACT ADMINISTRATION DATA

LINE ITEM	PRON/ AMS CD/ MIPR	ACRN	OBLG STAT	ACCOUNTING CLASSIFICATION	JOB ORDER NUMBER	ACCOUNTING STATION		OBLIGATED AMOUNT
0001AA	J53A0H36M1 WUA038 J53W3865DC01	AA	2	9711 X8242JAO1X6V6V01WUA 03831E1JAS11116	390H36	W52H09	$	125,952.00
0002AA	J53AAH36M1 WUA038 J53W3865DC05	AA	2	9711 X8242JAO1X6V6V01WUA 03831E1JAS11116	390H36	W52H09	$	57,400.00
0003AA	J53ABH36M1 WUA038 J53W3865DC01	AA	2	9711 X8242JAO1X6V6V01WUA 03831E1JAS11116	390H36	W52H09	$	32,144.00
0004AA	J53ACH36M1 WUA038 J53W3865DC01	AA	2	9711 X8242JAO1X6V6V01WUA 03831E1JAS11116	390H36	W52H09	$	47,560.00
0005AA	J53ADH36M1 WUA038 J53W3865DC01	AA	2	9711 X8242JAO1X6V6V01WUA 03831E1JAS11116	390H36	W52H09	$	12,300.00
0006AA	J53AEH36M1 WUA038 J53W3865DC01	AA	2	9711 X8242JAO1X6V6V01WUA 03831E1JAS11116	390H36	W52H09	$	9,184.00
0007AA	J53AFH36M1 WUA038 J53W3865DC01	AA	2	9711 X8242JAO1X6V6V01WUA 03831E1JAS11116	390H36	W52H09	$	2,448.00
0008AA	J53AGH36M1 WUA038 J53W3865DC01	AA	2	9711 X8242JAO1X6V6V01WUA 03831E1JAS11116	390H36	W52H09	$	13,284.00
0009AA	J53AHH36M1 WUA038 J53W3865DC01	AA	2	9711 X8242JAO1X6V6V01WUA 03831E1JAS11116	390H36	W52H09	$	350.00
						TOTAL	$	300,622.00

SERVICE NAME	TOTAL BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION		OBLIGATED AMOUNT
Army	AA	9711 X8242JAO1X6V6V01WUA 03831E1JAS11116	W52H09	$	300,622.00
			TOTAL	$	300,622.00

SPECIAL CONTRACT REQUIREMENTS

3	52.246-4500 TACOM-RI	MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250)	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 ACREEN@RIA.ARMY.MIL. The data fax number for submission is (309) 757-9022, ATTN: NATE ACREE

(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: NONE

(End of Clause)

(HS6510)

CONTRACT CLAUSES

4	52.212-4	CONTRACT TERMS AND CONDITIONS- COMMERCIAL ITEMS	OCT/2003
5	52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS	OCT/2003

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

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

_____(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

_____(2) 52.219-3, Notice of Total HUBZone Set-Aside (JAN 1999) (15 U.S.C. 657a).

_____(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

_____(4)(i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

____(ii) Alternate I (MAR 1999) of 52.219-5.

___(iii) Alternate II (JUNE 2003) of 52.219-5.

_____(5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

____(ii) Alternate I (OCT 1995) of 52.219-6.

_____(6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

____(ii) Alternate I (OCT 1995) of 52.219-7.

_____(7) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637 (d)(2) and (3)).

_____(8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).

_____(ii) Alternate I (OCT 2001) of 52.219-9.

_____(iii) Alternate II (OCT 2001) of 52.219-9.

_____(9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

_____(10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

_____ (ii) Alternate I (JUNE 2003) of 52.219-23.

_____(11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

_____(12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

_____(13) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

X _____(14) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (SEP 2002) (E.O. 13126).

X _____(15) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

X _____(16) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

X _____(17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

X _____(18) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

_____(19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

_____(20)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

_____ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

_____(21) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

_____(22)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act (JUNE 2003) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

_____(ii) Alternate I (MAY 2002) of 52.225-3.

____(iii) Alternate II (MAY 2002) of 52.225-3.

_____(23) 52.225-5, Trade Agreements (JUNE 2003) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

_____(24) 52.225-13, Restrictions on Certain Foreign Purchases (OCT 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

_____(25) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

_____(26) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

_____(27) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

_____(28) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X _____(29) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

_____(30) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

_____(31) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

_____(32) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

_____(33)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

____ _(ii) Alternate I (APR 1984) of 52.247-64.

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

_____(1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.). Subcontracts for certain commercial services may be exempt from coverage if they meet the criteria in FAR 22.1003-4(c) or (d) (see DoD class deviation number 2000-O0006).

_____(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

_____(3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

_____(4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

_____(5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to PreDecemberessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

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

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

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

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

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.219-8, Utilization of Small Business Concerns (October 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $500,000 ($1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

(IF6278)

6	252.212-7001 DFARS	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS	DEC/2003

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

_____52.203-3 Gratuities (Apr 1984) (10 U.S.C. 2207)

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

_____252.205-7000 Provision of Information to Cooperative Agreement Holders (Dec 1991)(10 U.S.C. 2416).

_____252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (Apr 1996)(15 U.S.C. 637).

_____252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (Jun 1997) (15 U.S.C. 637 note).

X_____252.225-7001 Buy American Act and Balance of Payments Program (Apr 2003)(41 U.S.C. 10a-10d, E.O. 10582).

_____252.225-7012 Preference for Certain Domestic Commodities (Feb 2003)(10 U.S.C.2533a note)

_____252.225-7014 Preference for Domestic Speciality Metals (Apr 2003) (10 U.S.C. 2533a note).

_____252.225-7015 Restriction on Acquisitor of Hand or Measuring Tools (Apr 2003)(10 U.S.C. 2533a note).

_____252.225-7016 Restriction on Acquisition of Ball and Roller Bearings(Apr 2003)
(____Alternate I)(Apr 2003) (10 U.S.C. 2534 and Section 8099 of Public Law 104-61 and similar sections in subsequent DoD appropriations acts).

_____252.225-7021 Trade Agreements (Aug 2003)(19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

_____252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (Apr 2003)(22 U.S.C. 2779)

_____252.225-7028 Exclusionary Policies and Practices of Foreign Governments (Apr 2003)(22 U.S.C. 2755).

_____252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (Apr 2003)
(_____Alternate I)(Apr 2003) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

_____252.225-7038 Restriction on Acquisition of Air Circuit Breakers (Apr 2003)(10 U.S.C. 2534(a)(3)).

_____252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (Oct 2003) (Section 8021 of Pub. L. 107-248).

_____252.227-7015 Technical Data - Commercial Items (Nov 1995)(10 U.S.C. 2320).

_____252.227-7037 Validation of Restrictive Markings on Technical Data (Sep 1999)(10 U.S.C. 2321).

_____252.232-7003 Electronic Submission of Payment Requests (Dec 2003) (10 U.S.C.2227)

_____252.243-7002 Requests for Equitable Adjustment (Mar 1998) (10 U.S.C. 2410)

_____252.247-7023 Transportation of Supplies by Sea (May 2002) (___Alternate I)(Mar 2000)
(____Alternate II) (Mar 2000)(Alternate III) (May 2002) (10 U.S.C. 2631).

_____252.247-7024 Notification of Transportation of Supplies by Sea (Mar 2000)(10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014, Preference for Domestic Speciality Metals, Alternate I (Apr 2003)(10 U.S.C.2533a note).
252.247-7023, Transportation of Supplies by Sea (May 2002)(10 U.S.C.2631).
252.247-7024, Notification of Transportation of Supplies by Sea (Mar 2000) (10 U.S.C. 2631).

(End of clause)

(IA6720)