

**ORDER FOR SUPPLIES OR SERVICES**

<b>1. CONTRACT PURCH ORDER/AGREEMENT NO.</b> W52H09-04-P-0146	<b>2. DELIVERY ORDER/CALL NO.</b>	<b>3. DATE OF ORDER/CALL (YYYYMMDD)</b> 2004JAN20	<b>4. REQUISITION/PURCH REQUEST NO.</b> SEE SCHEDULE	<b>5. PRIORITY</b> DOA5
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<b>6. ISSUED BY</b> TACOM-ROCK ISLAND AMSTA-LC-CAC-C RICHARD STOCKTON (309)782-5459 ROCK ISLAND IL 61299-7630 EMAIL: STOCKTON@RIA.ARMY.MIL	<b>CODE</b>	W52H09	<b>7. ADMINISTERED BY (if other than 6)</b> DCMA PHILADELPHIA 700 ROBBINS AVENUE BLDG 4-A PO BOX 11427 PHILADELPHIA PA 19111-0427	<b>CODE</b>	S3915A	<b>8. DELIVERY FOB</b> <input type="checkbox"/> DESTINATION <input checked="" type="checkbox"/> OTHER (See Schedule if other)
			SCD: A PAS: NONE ADP PT: HQ0337			

<b>9. CONTRACTOR</b> E.W. YOST COMPANY 340 N. WALES ROAD P.O. BOX 2136 BLUE BELL, PA. 19422-1324	<b>CODE</b>	8H739	<b>FACILITY</b>	<b>10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD)</b> SEE SCHEDULE	<b>11. X IF BUSINESS IS</b> <input checked="" type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMAN-OWNED
			<b>12. DISCOUNT TERMS</b>		
			<b>13. MAIL INVOICES TO THE ADDRESS IN BLOCK</b> See Block 15		
TYPE BUSINESS: Other Small Business Performing in U.S.					

<b>14. SHIP TO</b> SEE SCHEDULE	<b>CODE</b>		<b>15. PAYMENT WILL BE MADE BY</b> DFAS COLUMBUS CENTER NORTH ENTITLEMENT OPERATIONS PO BOX 182266 COLUMBUS OH 43218-2266	<b>CODE</b>	HQ0337	<b>MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2</b>
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<b>16. TYPE OF ORDER</b>	<b>DELIVERY/ CALL</b>	THIS DELIVERY ORDER IS ISSUED ON ANOTHER GOVERNMENT AGENCY OR IN ACCORDANCE WITH AND SUBJECT TO TERMS AND CONDITIONS OF ABOVE NUMBERED CONTRACT.				
		Reference your <input type="checkbox"/> Oral <input type="checkbox"/> Written Quotation W52H0904T0037, Dated _____, furnish the following on terms specified herein.				
	<b>PURCHASE</b>	X	<b>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.</b>			

<b>NAME OF CONTRACTOR</b>	<b>SIGNATURE</b>	<b>TYPED NAME AND TITLE</b>	<b>DATE SIGNED (YYYYMMDD)</b>
<input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:			

<b>17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE</b> SEE SCHEDULE
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18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICE	20. QUANTITY ORDERED/ ACCEPTED*	21. UNIT	22. UNIT PRICE	23. AMOUNT
	SEE SCHEDULE CONTRACT TYPE: Firm-Fixed-Price  KIND OF CONTRACT: Supply Contracts and Priced Orders				

* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.	<b>24. UNITED STATES OF AMERICA</b> ROXANNE SPURGETIS /SIGNED/ SPURGETIS@RIA.ARMY.MIL (309)782-4886 BY: _____ CONTRACTING/ORDERING OFFICER	<b>25. TOTAL</b>	\$8,745.00
		<b>26. DIFFERENCES</b>	

**27a. QUANTITY IN COLUMN 20 HAS BEEN**  
 INSPECTED  RECEIVED  ACCEPTED, AND CONFORMS TO CONTRACT EXCEPT AS NOTED

<b>b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE</b>	<b>c. DATE (YYYYMMDD)</b>	<b>d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE</b>
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<b>e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE</b>	<b>28. SHIP. NO.</b>	<b>29. D.O. VOUCHER NO.</b>	<b>30. INITIALS</b>
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<b>f. TELEPHONE NUMBER</b>	<b>g. E-MAIL ADDRESS</b>	<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	<b>32. PAID BY</b>	<b>33. AMOUNT VERIFIED CORRECT FOR</b>
		<b>31. PAYMENT</b>		<b>34. CHECK NUMBER</b>

**36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.**

<b>a. DATE (YYYYMMDD)</b>	<b>b. SIGNATURE AND TITLE OF CERTIFYING OFFICER</b>	<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	<b>35. BILL OF LADING NO.</b>
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<b>37. RECEIVED AT</b>	<b>38. RECEIVED BY (Print)</b>	<b>39. DATE RECEIVED (YYYYMMDD)</b>	<b>40. TOTAL CONTAINERS</b>	<b>41. S/R ACCOUNT NUMBER</b>	<b>42. S/R VOUCHER NO.</b>
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<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W52H09-04-P-0146 <b>MOD/AMD</b>	<b>Page</b> 2 <b>of</b> 25
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**Name of Offeror or Contractor:** E.W. YOST COMPANY

SUPPLEMENTAL INFORMATION

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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1	HQ, DA NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES	JUL/1993
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(a) In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the Clean Air Act, 42 U.S.C. 7671a(a), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.

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

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

(End of Clause)

(AA7020)

2	52.201-4501 NOTICE ABOUT TACOM-RI OMBUDSMAN TACOM-RI	APR/2002
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a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.

b. If you think that this solicitation:

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

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

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

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

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

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

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

(End of clause)



<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 4 of 25</b>
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<b>Name of Offeror or Contractor:</b> E.W. YOST COMPANY		

5            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)

(End of clause)

(AS7004)

6            52.233-4503            AMC-LEVEL PROTEST PROGRAM            JUN/1998  
TACOM-RI

(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  
9301 Chapek Rd 2-1SE3401  
Fort Belvoir VA 22060-5527

Facsimile number (703) 806-8866/8875  
Voice Number (703) 806-8762

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)

1. REQUEST YOUR QUOTATION REMAIN VALID FOR 90 DAYS.
2. DATA FAX NUMBER FOR AMSTA-LC-CAC-C IS (309) 782-0717.
3. REQUEST YOU CERTIFY TO ALL CLAUSES IN SECTION K.

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MOD/AMD

**Name of Offeror or Contractor:** E.W. YOST COMPANY

4. PLEASE PROVIDE YOUR DUNS NUMBER: \_\_\_\_\_
5. PLEASE PROVIDE YOUR TAXPAYER ID CODE: \_\_\_\_\_
6. PLEASE PROVIDE YOUR CAGE OR FSCM CODE: \_\_\_\_\_
7. PLEASE PROVIDE YOUR E-MAIL ADDRESS: \_\_\_\_\_

\*\*\* END OF NARRATIVE A 001 \*\*\*

1. THIS SOLICITATION IS FOR 500 EACH, TRIGGER, GUNNERS, NSN 1015 01 170 9934, P/N: 12283434.
2. TWO OPTIONS FOR 100% EACH ARE INCLUDED. FOB ORIGIN CLAUSES APPLY TO THE OPTION QUANTITY ONLY.

\*\*\* END OF NARRATIVE A 002 \*\*\*

1. THE PURPOSE OF THIS ORDER IS TO AWARD 500 EACH, TRIGGER, GUNNERS CON, NSN 1015 01 170 9934, P/N 12283434 AT A UNIT PRICE OF \$17.49.
2. SEE SECTION B FOR DELIVERY SCHEDULE.
3. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

\*\*\* END OF NARRATIVE A 003 \*\*\*

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W52H09-04-P-0146 MOD/AMD

Name of Offeror or Contractor: E.W. YOST COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																		
0001	SUPPLIES OR SERVICES AND PRICES/COSTS  NSN: 1015-01-170-9934 FSCM: 19200 PART NR: 12283434 SECURITY CLASS: Unclassified																						
0001AA	<u>PRODUCTION QUANTITY</u>  NOUN: TRIGGER,GUNNERS CON PRON: M132A313M1 PRON AMD: 02 ACRN: AA AMS CD: 070011JEGB4  <u>Packaging and Marking</u>  <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin  <u>Deliveries or Performance</u> DOC SUPPL <table border="0"> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>001</td> <td>W52H093258H748</td> <td>W25G1U</td> <td>J</td> <td></td> <td>1</td> </tr> </table> <table border="0"> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> </tr> <tr> <td>001</td> <td>300</td> <td>18-JUN-2004</td> </tr> </table> FOB POINT: Destination  SHIP TO: <u>PARCEL POST ADDRESS</u> (W25G1U) XU TRANSPORTATION OFFICER DDSP NEW CUMBERLAND FACILITY BUILDING MISSION DOOR 113 134 NEW CUMBERLAND PA 17070-5001  <u>CONTRACT/DELIVERY ORDER NUMBER</u> W52H09-04-P-0146/0000	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	W52H093258H748	W25G1U	J		1	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>	001	300	18-JUN-2004	300	EA	\$ 17.49000	\$ 5,247.00
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>																		
001	W52H093258H748	W25G1U	J		1																		
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>																					
001	300	18-JUN-2004																					
0001AB	<u>PRODUCTION QUANTITY</u>  NOUN: TRIGGER,GUNNERS CON PRON: M132A314M1 PRON AMD: 02 ACRN: AA AMS CD: 070011JEGB4  <u>Packaging and Marking</u>  <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin	200	EA	\$ 17.49000	\$ 3,498.00																		

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W52H09-04-P-0146 MOD/AMD

Name of Offeror or Contractor: E.W. YOST COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	<p><u>Deliveries or Performance</u>                      DOC SUPPL  <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u>                      001 W52H093258H749 W45G19 J 1  <u>DEL REL CD QUANTITY DEL DATE</u>                      001 200 18-JUN-2004</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>                      (W45G19) XR W390 RED RIVER MUNITIONS CTR                      HIGHWAY 82 WEST CL V TPF                      GATE 44 BLDG 184                      TEXARKANA TX 75507-5000</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u>                      W52H09-04-P-0146/0000</p> <p><u>DATA ITEM</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Contractor will prepare and deliver the technical data in accordance with the requirements, quantities and schedules set forth in the Contract Data Requirements Lists (DD Form 1423), Exhibit A.</p> <p>A DD 250 IS NOT REQUIRED.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Destination</p>			<p>\$ ** NSP **</p>	<p>\$ ** NSP **</p>



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PIIN/SIIN W52H09-04-P-0146

MOD/AMD

**Name of Offeror or Contractor:** E.W. YOST COMPANY

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, redistribution and shipment by any mode and meet or exceed the following requirements.

1.1 Cleanliness - Items shall be free of dirt and other contaminants which would contribute to the deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservatives applied to the item for protection are not considered contaminants.

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

1.3 Cushioning - Items requiring protection from physical and mechanical damage (e.g., fragile, sensitive, material critical) or which could cause physical damage to other items, shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handling and shipment.

2. Unit package. A unit package shall be so designed and constructed that it will contain the contents with no damage to the item(s), and with minimal damage to the unit pack during shipment and storage in the shipping container, and will allow subsequent handling. The outermost component of a unit package shall be a container such as a sealed bag, carton, or box.

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

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

- a. the quantity is over one (1) gross of the same national stock number,
- b. use enhances handling and inventorying,
- c. the exterior surfaces of the unit pack is a bag of any type, regardless of the size,
- d. the unit pack is less than 64 cubic inches,
- e. the weight of the unit pack is under five (5) pounds and no dimension is over twelve (12) inches.

Intermediate containers shall be limited to a maximum of 100 unit packs, a net load of 40 pounds, or a maximum volume of 1.5 cubic feet, whichever occurs first.

5. Packing:

5.1 Unit packages and intermediate packages not meeting the requirements for a shipping container shall be packed in shipping containers. All shipping containers shall be the most cost effective and shall be of minimum cube to contain and protect the items.

5.2 Shipping Containers - The shipping container (including any necessary blocking, bracing, cushioning, or waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination at the lowest tariff cost. The shipping container shall be capable of multiple handling, stacking at least ten feet high, and storage under favorable conditions (such as enclosed facilities) for a minimum of one year.

6. Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall be of a size to allow for placement of two loads high and wide in a conveyance. The weight capacity of the pallet must be adequate for the load. The preferred commercial expendable pallet is a 40 x 48 inch, 4-way entry pallet although variations may be permitted as dictated by the characteristics of the items being unitized. The load shall be contained in a manner that will permit safe handling during shipment and storage.

7. Marking:

7.1 All unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision P, Date 15 Dec 02 including bar coding. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract or not. Special markings include, but are not limited to, Shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive materiel will not identify the nature of the materiel.

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

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<b>Name of Offeror or Contractor:</b> E.W. YOST COMPANY		

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

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

8. Hazardous Materials: In addition to the general instructions listed above, hazardous materials or items as defined in CFR Title 49 are also subject to all applicable Department of Transportation regulations for packaging/packing, marking, labeling, container certification, and transport as listed in Code of Federal Regulations Title 49, Parts 100-180. If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations Recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers.

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

10. Quality Assurance: The contractor is responsible for establishing a quality system. Full consideration to examinations, inspections, and tests will be given to ensure the acceptability of the commercial package.

11. SUPPLEMENTAL INSTRUCTIONS: PACKAGING STANDARD P12283434 DOES NOT APPLY FOR THIS PROCUREMENT, HOWEVER IT MAY BE USED FOR GUIDANCE.

(End of clause)

(DS6417)

**INSPECTION AND ACCEPTANCE**

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

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

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

(EA7001)

10	52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996
11	52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT	FEB/1999

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

**Name of Offeror or Contractor:** E.W. YOST COMPANY

Title	Number	Date	Tailoring
( ) QUALITY MANAGEMENT SYSTEMS-REQUIREMENTS, ISO 9001:2000, 13 DEC 2000, TAILORED BY EXCLUDING PARAGRAPHS 7.3, 7.4, 7.5.1, AND 7.5.2			

(End of clause)

(EF6002)

**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](http://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)

12	52.247-29	F.O.B. ORIGIN	JUN/1988
13	52.247-30	F.O.B. ORIGIN, CONTRACTOR'S FACILITY	APR/1984
14	52.247-31	F.O.B. ORIGIN, FREIGHT ALLOWED	JUN/1988
15	52.247-32	F.O.B. ORIGIN, FREIGHT PREPAID	JUN/1988
16	52.247-34	F.O.B. DESTINATION	NOV/1991
17	52.247-35	F.O.B. DESTINATION, WITHIN CONSIGNEE'S PREMISES	APR/1984
18	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999
19	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
20	52.247-61	F.O.B. ORIGIN - MINIMUM SIZE OF SHIPMENTS	APR/1984
21	52.247-65	F.O.B. ORIGIN, PREPAID FREIGHT - SMALL PACKAGE SHIPMENTS	JAN/1991

22                                   \*\*\* THIS REFERENCE (FF6012) IS NO LONGER VALID \*\*\*

(a) The offeror is requested to complete subparagraph (a)(1) of this clause for each part or component which is packed or packaged separately. This information will be used to determine transportation costs for evaluation purposes. If the offeror does not furnish sufficient data in subparagraph (a)(1) of this clause to permit determination by the Government of the item shipping costs, evaluation will be based on the shipping characteristics submitted by the offeror whose offer produces the highest transportation costs or in the absence thereof, by the Contracting Officer's best estimate of the actual transportation costs. If the item shipping cost, based on the actual shipping characteristics, exceed the item shipping costs used for evaluation purposes, the Contractor agrees that the contract price shall be reduced by an amount equal to the difference between the transportation costs actually incurred and the costs which would have been incurred if the evaluated shipping characteristics had been accurate.

(1) To be completed by the offeror:

(i) Type of container: Wood Box \_\_\_\_\_, Fiber Box \_\_\_\_\_,

Barrel \_\_\_\_\_, Reels \_\_\_\_\_, Drums \_\_\_\_\_,

Other (specify) \_\_\_\_\_

(ii) Shipping Configuration: Knocked-down \_\_\_\_\_,

Set-up \_\_\_\_\_, Nested \_\_\_\_\_, Other (specify) \_\_\_\_\_

(iii) Size: \_\_\_\_\_ x \_\_\_\_\_ x \_\_\_\_\_ Cube \_\_\_\_\_ FT

(iv) Number of items per container: \_\_\_\_\_ Each

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- (v) Gross Weight of container and contents \_\_\_\_\_ LBS
- (vi) Palletized/skidded   -1-   Yes   -2-   No\*\*
- (vii) Number of containers per pallet/skid \_\_\_\_\_
- (viii) Weight of empty pallet bottom/skid and sides \_\_\_\_\_ LBS
- (ix) Size of pallet/skid and contents \_\_\_\_\_ LBCube \_\_\_\_\_
- (x) Number of containers or pallets/skids per railcar \_\_\_\_\_\*  
       Size of railcar \_\_\_\_\_  
       Type of railcar \_\_\_\_\_
- (xi) Number of containers or pallets/skids per trailer \_\_\_\_\_\*  
       Size of trailer \_\_\_\_\_ FT  
       Type of trailer \_\_\_\_\_

\*Number of complete units (Contract line item) to be shipped in carrier's equipment.

(2) To be completed by the Government after evaluation but before contract award:

- (i) Rate used in evaluation \_\_\_\_\_
- (ii) Tender/Tariff \_\_\_\_\_
- (iii) Item \_\_\_\_\_

(b) The guaranteed shipping characteristics requested in subparagraph (a)(1) of this clause do not establish actual transportation requirements, which are specified elsewhere in this solicitation. The guaranteed shipping characteristics will be used only for the purpose of evaluating offers and establishing any liability of the successful offeror for increased transportation costs resulting from actual shipping characteristics which differ from those used for evaluation in accordance with paragraph (a) of this clause.

(End of clause)

NOTE: In addition to the information required in paragraph (a)(1)(ix) above, the contractor will also provide the following:

- (1) size of loaded pallet/skid and contents: \_\_\_\_\_ (length) x \_\_\_\_\_ (width) x \_\_\_\_\_ (height).
- (2) gross (unitized weight of pallet/skid and contents: \_\_\_\_\_ lbs \_\_\_\_\_ cubic feet.

\*\* Paragraph (a)(1)(vi) has been completed for you by this command. This has been done to alleviate any ambiguity that might occur between the requirements of Section D, and/or the technical data package, and this clause.

(End of Clause)

(FF6012)

23            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;

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(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)

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CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ <u>ITEM</u>	<u>ACRN</u>	<u>STAT</u>	<u>ACCOUNTING CLASSIFICATION</u>	JOB ORDER <u>NUMBER</u>	<u>ACCOUNTING STATION</u>	<u>OBLIGATED AMOUNT</u>	
0001AA	M132A313M1 070011JEGB4	AA	2	97 X4930AC6G 6D	26FB S11116	W52H09 \$	5,247.00	
0001AB	M132A314M1 070011JEGB4	AA	2	97 X4930AC6G 6D	26FB S11116	W52H09 \$	3,498.00	
TOTAL							\$	8,745.00

SERVICE <u>NAME</u>	<u>TOTAL BY ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>	<u>ACCOUNTING STATION</u>	<u>OBLIGATED AMOUNT</u>
Army	AA	97 X4930AC6G 6D	26FB S11116	W52H09 \$ 8,745.00
TOTAL				\$ 8,745.00

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## 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](http://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)

24 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA - ALTERNATE III MAY/2002  
DFARS

25 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 [stocktonr@ria.army.mil](mailto:stocktonr@ria.army.mil). The data fax number for submission is 309-782-0717, ATTN: RICHARD STOCKTON.

(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:  
NA

(End of Clause)

(HS6510)

26 DRAFT CLAUSE CONTRACTOR DEPLOYMENT ON MILITARY OPERATIONS FEB/2003

(a) Definitions

As used in this Clause

(1) Theater Support Contractors. Provides support to deployed operational forces pursuant to contracts arranged within the mission area of responsibility, or prearranged contracts through Host Nation (HN) and/or regional business and vendors. Contracting personnel deployed with the deployed force, working under the contracting authority of the theater or Joint Task Force (JTF) contracting chief, normally award and administers these contracts. Theater support contracts provide goods, services, and minor construction, usually from the local vendor base.

(2) External Support Contractors. Provides support for deployed operational forces working pursuant to contracts awarded under the command and procurement authority of supporting headquarters outside the theater. These may be US or third country businesses and vendors. These contracts are usually prearranged, but may be contracts awarded or modified during the mission based on the commanders' needs. Examples include the Army's Logistics Civil Augmentation Program (LOGCAP), the Air Force Civil Augmentation program (AFCAP), the Navy's Construction Capability (CONCAP), United States Transportation Command (USTRANSCOM) provision of Civil Reserve Air Fleet (CRAF), and war reserve materiel (WRM) contracts.

(3) System Contractors. Logistical support deployed with operational forces under prearranged contracts awarded by Service program managers or my Military Service component logistics commands. They support specific systems throughout their system's life cycle (including spare parts and maintenance), during peacetime, conflict, and war.

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(4) Military Operations. The full spectrum of armed conflict and military operations other than war (MOOTW), both domestic and overseas, as directed by appropriate authority.

(b) General.

(1) This general guidance addresses the deployment of systems contractor personnel, and AMC external support contractor personnel, into a theater of operations in support of a contingency or exercise.

(2) The general guidance provided by this provision is not all-inclusive nor are all items required for all situations. Each contingency will evolve differently depending upon the theater commander's guidance impact on the deployments. The Contracting Officer may tailor these provisions as appropriate for individual contracts or task orders. The provisions of this clause shall apply unless tailored by the contracting officer. The contractor is obligated to request any specific information needed at the time of deployment from the contracting officer.

(c) Management.

(1) When the performance of the contract requires the contractor to deploy personnel in support of a contingency, the contractor shall ensure that all personnel hired by or for the contractor (including subcontractors) will comply with all guidance, instructions, and general orders applicable to U.S. Armed Forces and DOD civilians as issued by the Theater Commander or his/her representative. This will include any and all guidance and instructions issued based upon the need to ensure mission accomplishment, force protection, and safety, unless directed otherwise in the contract document.

(2) The contractor shall comply, and shall ensure that all deployed prime contract employees, subcontractor employees, invitees and agents comply with pertinent Service and Department of Defense directive, policies, and procedures, as well as federal statutes, judicial interpretations and international agreements (e.g., Status of Forces Agreements, Host Nation Support Agreements, etc.) applicable to U.S. Armed Forces or U.S. citizens in the area of operations. Host Nation laws and existing Status of Forces Agreements may take precedence over contract requirements. The contracting officer will resolve disputes. The contractor shall provide the contracting office copies, if requested, or any documents relating to the dispute.

(3) The contractor shall at all times be responsible for the conduct of its employees and those of its subcontractors and invitees.

(4) The Contractor shall promptly resolve, to the satisfaction of the contracting officer, all contractor employee performance and conduct problems identified by the cognizant contracting officer or his/her designated representative.

(5) The contracting officer may direct the contractor, at the contractor's expense, to remove or replace any contractor employee failing to adhere to instructions and general orders issued by the Theater Commander or his/her designated representative.

(d) Logistics Support Element. The contractor and contractor employees shall report into the Army Materiel Command Logistics Support Element (AMC LSE) and provide necessary information to the AMC LSE on the contractor's deployments and activities in the area of operation (AOR) to facilitate the AMC LSE logistics integration function. Initial contact and coordination with the AMC LSE shall be conducted prior to deployment into the theater. Similar coordination and reporting to the AMC LSE shall occur prior to exiting the area of operation. Any additional coordination requirements with the AMC LSE shall be as defined by the Contracting Officer or Contracting Officer Representative (COR).

(e) Risk Assessment and Mitigation.

(1) The contractor will brief its employees regarding the potential danger, stress, physical hardships and field living conditions.

(2) The contractor will require all its employees to acknowledge in writing that they understand the danger, stress, physical hardships and field living conditions that are possible if the employee deploys in support of military operations.

(3) The contractor will ensure that all deployable employees are medically and physically fit to endure the rigors of deployment in support of a military operation. If an employee is unable to perform, the contractor must replace the employee.

(4) If the contractor employee departs an area of operations without permission, the contractor will ensure continued performance in accordance with the terms and conditions of the contract. If the contractor replaces an employee who departs without permission, the replacement is at contractor expense and must be complete within 72 hours, unless otherwise directed by the contracting officer.

(5) The contractor will designate and provide contact information for a point of contact and back up for all its plans and operations and, if necessary, establish an operations center to plan and control the contractor deployment process and resolve operations issues with the deployed force.

(6) As required by the operational situation, the government may at its discretion relocate contractor personnel (who are citizens

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of the United States, aliens in resident in the United States or third country national, not resident in the host nation) to a safe area or evacuate them from the area of operations. The U.S. State Department has responsibility for evacuation on non-essential personnel.

(f) Force Protection. While performing duties in accordance with (IAW) the terms and conditions of the contract, the Service Theater Commander will provide force protection to contractor employees commensurate with that given to Service/Agency (e.g. Army, Navy, Air Force, Marine Corps, DLA) civilians in the operations area unless otherwise stated in the contract.

(g) Central Processing and Departure Point.

(1) For any contractor employee determined by the government at the deployment-processing site to be non-deployable for debilitating health problems or failure to have a security clearance when one is required, the contractor shall promptly remedy the problem. If the problem cannot be remedied in time for deployment, a replacement having equivalent qualifications and skills shall be provided in time for scheduled deployment.

(2) The contractor shall ensure that all deploying employees receive all required mission training and successfully complete the training.

(3) The government, when applicable, will provide the contractor employees with Chemical, Biological Nuclear, Radiological and High Yield Explosive (CBRNE) equipment. CBRNE familiarization training commensurate with the training provided to Department of Defense civilian employees.

(4) The contractor, when permitted by the Government, will have the flexibility to deploy its own employees. If authorization to deploy its own employees is provided, the contractor is responsible to ensure all deployment requirements are met, and shall ensure they have coordinated all deployment requirements with the Contracting Officer and the appropriate AMC LSE.

(h) Standard Identification Cards.

(1) The contracting officer or designee shall identify to the contractor all identification cards and tags required for deployment,

(2) The contracting officer or designee shall issue or shall inform the contractor where the identification cards and tags are to be issued.

(3) The contracting officer or designee shall coordinate for issuance of required identification cards and tags for all contractor employees not processing through a CONUS Replacement Center.

(4) The contractor shall ensure that all deploying individuals have the required identification tags and cards prior to deployment.

(5) Upon redeployment, the contractor will ensure that all issued controlled identification cards and tags are returned to the government.

(6) Upon arrival in theater contractor personnel may be required to obtain additional locally required identification cards. The government representative who has cognizance for these contractor personnel in theater will assist in the coordination of the issuance of these identification cards to contractor personnel.

(i) Medical.

(1) The contracting officer shall provide the contractor with all physical and medical requirements and standards necessary for deployment.

(2) The contractor shall be responsible for providing employees who meet the physical standards and medical requirements for job performance in the designated theater of operations.

(3) The government may require medical screening at the CONUS Replacement Center for Food and Drug Administration approved immunizations, which may include DNS sampling.

(4) For any deployed contractor employee determined by the government to be medically unfit, the contractor shall promptly remedy the problem. If the problem cannot be remedied, a replacement having equivalent qualifications and skills shall be provided as determined by the contracting officer.

(5) The government at its discretion may provide to contract employees deployed in the theater of operations, on a cost reimbursable basis, emergency medical and dental care commensurate with the care provided to Department of Defense civilians deployed in the theater of operations. This is subject to the availability of such medical and dental care. The providing of such care does not include local nationals under normal circumstances.

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(6) Deploying civilian contractor personnel shall carry with them a minimum of a 90-day supply of any medication they require.

(j) Clothing and Equipment Issue.

(1) Contractor personnel accompanying the force are not authorized to wear military clothing, except for specific items required for safety and security. An individual's status as a contractor employee shall be conspicuously displayed on their clothing unless prohibited for operational reasons.

(2) If required, the government at its discretion may provide to the contractor all required military unique Organizational Clothing and Individual Equipment (OCIE). (Types of OCIE may include Nuclear, Biological, Chemical, Radiological, and High yield Explosive Equipment).

(3) Upon receipt of OCIE, the contractor shall assume responsibility and accountability for these items.

(4) The contractor or contractor employee shall sign for all issued OCIE, thus acknowledging receipt and acceptance of responsibility for the proper maintenance and accountability of issued organizational clothing and individual equipment.

(5) The contractor shall ensure that all OCIE are returned to the government, along with all pertinent documentation demonstrating the return of issued OCIE to government control.

(6) The contracting officer will require the contractor to reimburse the government for OCIE lost or damaged due to contractor negligence.

(k) Weapons and Training.

(1) Whether contractor personnel will be permitted to carry a government furnished weapon for self-defense purposes in the Area of Operations (AO) is at the discretion of the Theater Commander. However, Contractor personnel will not possess personally owned firearms in the AO. The government may at its discretion issue weapons and ammunition for self-defense to the contractor employees. Acceptance of weapons by contractor employees is at the discretion of the contractor and the contractor employees. If accepted the contractor will maintain a listing of employees possessing a government firearm and provide notification to the Contracting Officer. When accepted, the contractor employee is responsible for using the weapon in accordance with the rules of engagement issued by the Theater Commander. The contractor employee is legally liable for any use that is not in accordance with host nation law, international law, and the rules of engagement. Also, when accepted, only military issued ammunition may be used in the weapons.

(2) Prior to issuing any weapons to contractor employees, the government will provide the contractor employees with weapons familiarization training commensurate to training provided to Department of Defense civilian employees. The contractor shall not issue weapons to employees who have not had proper training.

(3) The contractor shall ensure that its employees adhere to all guidance and orders issued by the Theater Commander or his/her representative regarding possession, use safety, and accountability of weapons and ammunition, and shall comply with all related DOD regulations.

(4) Upon deployment or notification by the government, the contractor shall ensure that all government issued weapons and ammunition are returned to government control.

(5) Contractors will screen employees, and subcontractors, to ensure that employees may be issued a weapon in accordance with U.S. and applicable host nation laws. Evidence of screening will be presented to the contracting officer.

(l) Vehicle and Equipment Operation.

(1) The contractor shall ensure that deployed employees possess the required civilian licenses to operate the equipment necessary to perform the contract in the theater of operations in accordance with the statement of work.

(2) Before operating any military owned or leased equipment, the contractor employee shall provide proof of license (issued by an appropriate governmental authority) to the unit or agency issuing the equipment.

(3) The government, at its discretion, may train and license contractor employees to operate military owned or leased equipment.

(4) All contractor owned motor vehicles shall meet required vehicle requirements within the AOR and be maintained in a safe operating condition and good appearance. All contractor owned motor vehicles used for transporting Government property shall be properly equipped and designed to ensure protection of the property. All contractor owned motor vehicles may, at the PCO direction, be required to conspicuously display the contractor's logo and/or name on both sides of the vehicle.

(m) Passports, Visas and Customs.

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(1) The contractor is responsible for obtaining all passports, visas, or other documents necessary for contractor employees to enter and/or exit any area(s).

(2) Depending on the Status of Forces Agreement (SOFA) or other international agreements, all contractor employees may be subject to the customs, processing procedures, laws, agreements and duties of the country in which they are deploying to and the procedures, laws and duties of the United States upon re-entry. Contractor shall verify and comply with all requirements.

(3) Contractors are required to register all personnel with the appropriate U.S. Embassy or Consulate.

(n) Reception, Staging, Onward Movement and Integration.

(1) Upon arrival in the area of operations, contractor employees will receive Reception, Staging, Onward movement and Integration, as directed by the contracting officer or his/her designated representative, the AMC-Forward, or Theater Commander.

(2) The contractor should be prepared to move material and equipment using U.S. government transportation and comply with applicable transportation regulations, such as MILSTAMP for safety, packaging, and tie-down.

(o) Living under Field Conditions. The government at its discretion may provide to contractor employees deployed in the theater of operations the equivalent field living conditions, subsistence, emergency medical and dental care, sanitary facilities, mail delivery, laundry service, and other available support afforded to government employees and military personnel in the theater of operations, unless otherwise specified in the contract.

(p) Morale, Welfare, Recreation. The government will, when approved by the installation or Theater Commander and consistent with the authorization, terms and conditions specified elsewhere in the contract, provide to contractor employees deployed in the theater of operations; morale, welfare, and recreation services commensurate with that provided to Department of Defense civilians and military personnel deployed in the theater of operations. Some of these services may be limited to U. S. personnel only.

(q) Status of Forces Agreement and other Laws.

(1) Notwithstanding any provision to the contrary, the contractor shall adhere to all relevant provisions of the applicable Status of Forces Agreements (SOFA) and other similarly related agreements, and all applicable laws.

(2) The contractor is responsible for documenting technical expert status (for Germany) as required. The contractor shall coordinate with the German Labor Office prior to deployment to or traversing Germany.

(3) The contractor is responsible for providing the government with the required documentation to acquire invited contractor or technical expert status, if required by SOFA.

(r) Pay. In the event the contractor must pay additional compensation above that contemplated under the contract, to retain or obtain personnel to perform in a theater or operations during a declared contingency, the contractor must obtain prior approval from the Procurement Contracting Officer (PCO) before incurring any additional compensation costs. The contractor shall furnish proper data to the PCO to substantiate any adjustment to the contract.

(s) Tour of Duty/Hours of Work.

(1) The contracting officer shall provide the contractor with the anticipated duration of the deployment.

(2) The contractor may rotate contractor employees into and out of the theater provided there is no degradation in mission results. For employees who have deployed less than 179 days, the contractor may rotate personnel at his own expense, for employees who have deployed greater than 179 days may be rotated as an allowable cost under the contract. The contractor will coordinate personnel changes with the contracting officer.

(3) The contracting officer shall provide the contractor with anticipated work schedules.

(4) The contractor shall comply with all duty hours and tours of duty identified by the contracting officer or his/her designated representative.

(5) The contracting officer, or his/her designated representative, may modify the work schedule to ensure the government's ability to continue to execute its mission.

(t) On-Call Duty or Extended Hours.

(1) The contractor shall be available to work extended hours to perform mission essential tasks as directed by the contracting officer.



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

Does Shipping Point have a private railroad siding? \_\_\_\_ YES \_\_\_\_ NO

If YES, give name of rail carrier serving it: \_\_\_\_\_

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

Rail Freight Station Name and Address: \_\_\_\_\_

Serving Carrier: \_\_\_\_\_

(End of Clause)

(HS7600)

## CONTRACT CLAUSES

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

28	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
29	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
30	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUN/2003
31	52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	JAN/2004
32	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
33	52.232-18	AVAILABILITY OF FUNDS	APR/1984
34	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	OCT/2003
35	52.242-10	F.O.B. ORIGIN - GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE	APR/1984
36	52.242-12	REPORT OF SHIPMENT (RESHIP)	JUN/2003
37	52.243-1	CHANGES - FIXED PRICE	AUG/1987
38	52.249-1	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)(SHORT FORM)	APR/1984
39	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
40	252.225-7001 DFARS	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	APR/2003
41	252.225-7016 DFARS	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	APR/2003
42	252.231-7000 DFARS	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
43	252.232-7003 DFARS	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	JAN/2004
44	252.242-7000 DFARS	POSTAWARD CONFERENCE	DEC/1991
45	252.242-7003 DFARS	APPLICATION FOR U.S. GOVERNMENT SHIPPING	DEC/1991
46	252.243-7001 DFARS	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
47	252.246-7000 DFARS	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
48	52.213-4	TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS)	JAN/2004

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

Information to be inserted in Paragraph (c):  
<http://www.arnet.gov/far/>  
or  
[www.acq.osd.mil/dp/dars](http://www.acq.osd.mil/dp/dars)

(IF8001)

49            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) CLIN 0001AA AND CLIN 0001AB by a quantity of up to and including but not exceeding 200 percent as an evaluated option at the price(s) quoted below.

c. If the Contractor does not quote a price hereunder, the lowest price offered/bid in the Schedule for item(s) CLIN 0001AA AND CLIN 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 AS INDICATED BELOW 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:

CLIN PRICE	OPTION Evaluated Option (F.O.B. Origin)	OPTION PERCENT	<u>Unit Price</u>	CONTRACTING OFFICER MAY EXERCISE THIS OPTION AT ANYTIME PRECEDING	FIRM-FIXED
0001AA	ONE	100 %		ONE YEAR AFTER DATE OF AWARD	\$ _____
0001AA	TWO	100 %		TWO YEARS AFTER DATE OF AWARD	\$ _____
*****					
0001AB	ONE	100 %		ONE YEAR AFTER DATE OF AWARD	\$ _____
0001AB	TWO	100 %		TWO YEARS AFTER DATE OF AWARD	\$ _____

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)

50            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



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(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror -

- (1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer;but
- (2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of Clause)

(IA7009)

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## LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT DATA REQUIREMENTS LIST	17-OCT-2003	002	
Attachment 001	DOCUMENT SUMMARY LIST		001	

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 <https://aais.ria.army.mil/aais/SOLINFO/index.htm>. Vendors should ensure that they have the correct revisions in their possession prior to submitting a bid proposal/quote.

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

(End of Clause)

(JS7001)