

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

**1. Requisition Number**  
SEE SCHEDULE

**Page** 1 **Of** 12

**2. Contract No.**  
W52H09-04-P-0197

**3. Award/Effective Date**  
2004FEB20

**4. Order Number**

**5. Solicitation Number**

**6. Solicitation Issue Date**

**7. For Solicitation Information Call:**

**A. Name**  
JUDY PAGLIARO

**B. Telephone Number (No Collect Calls)**  
(309)782-5086

**8. Offer Due Date/Local Time**

**9. Issued By**  
TACOM-ROCK ISLAND  
AMSTA-LC-CT  
ROCK ISLAND IL 61299-7630

**Code** W52H09

**10. This Acquisition Is**  
 Unrestricted  
 Set Aside: % For  
 Small Business  
 Hubzone Small Business  
 8(A)  
 NAICS: 314911  
 Size Standard:

**11. Delivery For FOB Destination Unless Block Is Marked**  
 See Schedule

**12. Discount Terms**  
1% 10  
NET 30 DAYS

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

**13b. Rating** DOC9

**14. Method Of Solicitation**  
 RFQ  IFB  RFP

e-mail: PAGLIAROJ@RIA.ARMY.MIL

**15. Deliver To**  
XU TRANSPORTATION OFFICER  
DDSP NEW CUMBERLAND FACILITY  
BUILDING MISSION DOOR 113 134  
NEW CUMBERLAND PA 17070-5001

**Code** W25G1U

**16. Administered By**  
DCMA ATLANTA  
805 WALKER STREET SUITE 1  
MARIETTA GA 30060-2789

**Code** S1103A

**17. Contractor/Offeror**  
NATIONAL SECURITY ASSOCIATES  
2635-B HWY 247 CONNECTOR  
BYRON, GA. 31008-5527

**Code** 1JU97 **Facility**

**18a. Payment Will Be Made By**  
DFAS COLUMBUS CENTER  
DFAS-CO/SOUTH ENTITLEMENT OPERATION  
P O BOX 182264  
COLUMBUS OH 43218-2264

**Code** HQ0338

Payment will be made by Electronic Funds Transfer

**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				
(Use Reverse and/or Attach Additional Sheets As Necessary)					

**25. Accounting And Appropriation Data**  
ACRN: AA 97 X4930AC6G 6D 26FB S11116 W52H09

**26. Total Award Amount (For Govt. Use Only)**  
\$17,670.00

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

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

**28. Contractor Is Required To Sign This Document And Return 2 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: Ref. \_\_\_\_\_ 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)**  
KIM JONES /SIGNED/  
JONESK@RIA.ARMY.MIL (309)782-0571

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

**30c. Date Signed**

**31b. Name Of Contracting Officer (Type Or Print)**

**31c. Date Signed**

19. Item No.	20. Schedule Of Supplies/Services	21. Quantity	22. Unit	23. Unit Price	24. Amount

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	32d. Printed Name and Title of Authorized Government Representative
--	-----------	---

32e. Mailing Address of Authorized Government Representative	32f. Telephone Number of Authorized Government Representative
	32g. E-Mail of Authorized Government Representative

33. Ship Number <input type="checkbox"/> Partial <input type="checkbox"/> Final	34. Voucher Number	35. Amount Verified Correct For	36. Payment <input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> 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	42a. Received By (Print)	
41b. Signature And Title Of Certifying Officer	41c. Date	
	42b. Received At (Location)	
	42c. Date Rec'd (YY/MM/DD)	42d. Total Containers

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

Page 2 of 12

PIIN/SIIN W52H09-04-P-0197

MOD/AMD

**Name of Offeror or Contractor:** NATIONAL SECURITY ASSOCIATES

## SUPPLEMENTAL INFORMATION

Regulatory Cite	Title	Date
1 52.201-4501 TACOM-RI	NOTICE ABOUT TACOM-RI OMBUDSMAN	APR/2002

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

b. If you think that this solicitation:

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

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

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

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

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)

(AS7006)

2	52.215-4503 TACOM-RI	NOTICE TO OFFERORS - ELECTRONIC BID/OFFER RESPONSE REQUIRED	FEB/2002
---	-------------------------	---	----------

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



CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W52H09-04-P-0197 MOD/AMD

Name of Offeror or Contractor: NATIONAL SECURITY ASSOCIATES

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																														
0001	SUPPLIES OR SERVICES AND PRICES/COSTS  NSN: 5140-01-502-7546 FSCM: 1JU97 PART NR: 132-STG-L-TP SECURITY CLASS: Unclassified																																		
0001AA	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: POUCH, DISPENSER SYSTEM                      PRON: M141TE59M1 PRON AMD: 03 ACRN: AA                      AMS CD: 070011</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DOC</td> <td>SUPPL</td> <td></td> <td></td> <td></td> <td></td> </tr> <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>W52H094036A500</td> <td>W25G1U</td> <td>J</td> <td></td> <td>1</td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> <td></td> <td></td> <td></td> </tr> <tr> <td>001</td> <td>60</td> <td>23-APR-2004</td> <td></td> <td></td> <td></td> </tr> </table> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u>                      (W25G1U) XU TRANSPORTATION OFFICER                      DDSP NEW CUMBERLAND FACILITY                      BUILDING MISSION DOOR 113 134                      NEW CUMBERLAND PA 17070-5001</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u>                      W52H09-04-P-0197/0000</p>	DOC	SUPPL					<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	W52H094036A500	W25G1U	J		1	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>				001	60	23-APR-2004				60	KT	\$ 294.50000	\$ 17,670.00
DOC	SUPPL																																		
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>																														
001	W52H094036A500	W25G1U	J		1																														
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>																																	
001	60	23-APR-2004																																	

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 5 of 12</b>
	PIIN/SIIN W52H09-04-P-0197 MOD/AMD	

**Name of Offeror or Contractor:** NATIONAL SECURITY ASSOCIATES

**PACKAGING AND MARKING**

The contractor shall package, ship, and deliver the equipment to protect the equipment until acceptance by the Government and in accordance with the best commercial industry practices.

\*\*\* END OF NARRATIVE D 001 \*\*\*

**INSPECTION AND ACCEPTANCE**

Inspection and acceptance shall be at destination.

\*\*\* END OF NARRATIVE E 001 \*\*\*

**DELIVERIES OR PERFORMANCE**

4	52.247-34	F.O.B. DESTINATION	NOV/1991
5	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999
6	52.247-4531 TACOM-RI	COGNIZANT TRANSPORTATION OFFICER	MAY/1993

(a) The contract administration office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:

(1) Submit, as necessary, DD Form 1659, Application for U.S. Government Bill(s) of Lading/Export Traffic Release, in triplicate at least ten days prior to date supplies will be available for shipment;

(2) Obtain shipping instructions as necessary for F.O.B. Destination delivery; and

(3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and movement control, including air and water terminal clearances.

(4) For FMS, at least 10 days in advance of actual shipping date the contractor should request verification of 'Ship to' and 'Notification' address from the appropriate DCMAO.

(b) The contract administration office will provide to the contractor data necessary for shipment marking and freight routing.

(c) The contractor shall not ship directly to a Military air or water port terminal without authorization by the designated point of contact.

(End of Clause)

(FS7240)

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

**Page 6 of 12**

**PIIN/SIIN** W52H09-04-P-0197

**MOD/AMD**

**Name of Offeror or Contractor:** NATIONAL SECURITY ASSOCIATES

CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ ITEM	OBLG ACRN	STAT	ACCOUNTING CLASSIFICATION	JOB ORDER NUMBER	ACCOUNTING STATION	OBLIGATED AMOUNT
0001AA	M141TE59M1 070011	AA	2	97 X4930AC6G 6D	26FB S11116	W52H09 \$	17,670.00
TOTAL							\$ 17,670.00

SERVICE NAME	TOTAL BY ACRN	ACCOUNTING CLASSIFICATION	JOB ORDER NUMBER	ACCOUNTING STATION	OBLIGATED AMOUNT
Army	AA	97 X4930AC6G 6D	26FB S11116	W52H09	\$ 17,670.00
TOTAL					\$ 17,670.00

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

Page 7 of 12

PIIN/SIIN W52H09-04-P-0197

MOD/AMD

**Name of Offeror or Contractor:** NATIONAL SECURITY ASSOCIATES

## CONTRACT CLAUSES

7	52.204-7	CENTRAL CONTRACTOR REGISTRATION	OCT/2003
8	52.212-4	CONTRACT TERMS AND CONDITIONS- COMMERCIAL ITEMS	OCT/2003
9	252.204-7004 DFARS	CENTRAL CONTRACTOR REGISTRATION - ALTERNATE A	NOV/2003
10	52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS	JAN/2004

(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 (JAN 2004) (E.O. 13126).

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

Page 8 of 12

PIIN/SIIN W52H09-04-P-0197

MOD/AMD

**Name of Offeror or Contractor:** NATIONAL SECURITY ASSOCIATES

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

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

(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).

(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--Free Trade Agreements--Israeli Trade Act (JAN 2004) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78).

(ii) Alternate I (JAN 2004) of 52.225-3.

(iii) Alternate II (JAN 2004) of 52.225-3.

(23) 52.225-5, Trade Agreements (JAN 2004) (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)).

(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 2000-00006).

(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.).

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 9 of 12</b>
	PIIN/SIIN W52H09-04-P-0197 MOD/AMD	

**Name of Offeror or Contractor:** NATIONAL SECURITY ASSOCIATES

\_\_\_\_(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)

11            52.217-6            UNEVALUATED OPTION FOR INCREASED QUANTITY            MAR/1990

a. This solicitation includes an unevaluated option (see Section M).

b. The Government reserves the right to increase the quantity of Item(s) 0001 by a quantity of up to and including but not exceeding 400 percent as an unevaluated 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) 0001 shall be the price used for evaluation/award of any option quantities. All evaluation factors identified in the solicitation, except for F.O.B. origin transportation costs, will be applied to the option quantity for evaluation purposes.

d. The Contracting Officer may exercise this unevaluated option at any time preceding 270 days after award by giving written notice

**Name of Offeror or Contractor:** NATIONAL SECURITY ASSOCIATES

to the Contractor.

e. Delivery of the items added by exercise of this option shall continue immediately after, and at the same rate as the 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:

	<u>Unit Price</u>
Unevaluated Option (F.O.B. Destination)	Qty Range
	1-50      \$ 310.00
	51-250      \$ 294.50
	251-500      \$ 278.00

Varying prices may be offered for the option quantities depending on the quantities actually ordered and the dates when ordered. Inasmuch 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 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)

(IF6081)

12      252.212-7001      CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR      JAN/2004  
          DFARS      EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL  
               ITEMS

(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).

\_\_\_\_252.225-7001 Buy American Act--Free Trade Agreements--Balance of Payments Program (Jan 2004)(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 (JAN 2004)(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)

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

Page 11 of 12

PIIN/SIIN W52H09-04-P-0197

MOD/AMD

**Name of Offeror or Contractor:** NATIONAL SECURITY ASSOCIATES

\_\_\_ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (Apr 2003)(22 U.S.C. 2755).

\_\_\_ 252.225-7036 Buy American Act--Free Trade Agreements--Balance of Payments Program (JAN 2004)  
(\_\_\_Alternate I)(JAN 2004) (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).

X\_\_\_ 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)

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 12 of 12****PIIN/SIIN** W52H09-04-P-0197**MOD/AMD****Name of Offeror or Contractor:** NATIONAL SECURITY ASSOCIATES

## LIST OF ATTACHMENTS

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)