

**ORDER FOR SUPPLIES OR SERVICES**

<b>1. CONTRACT PURCH ORDER/AGREEMENT NO.</b> W52H09-04-P-0436				<b>2. DELIVERY ORDER/CALL NO.</b>		<b>3. DATE OF ORDER/CALL (YYYYMMDD)</b> 2004JUL01		<b>4. REQUISITION/PURCH REQUEST NO.</b> SEE SCHEDULE		<b>5. PRIORITY</b> DOA5		
<b>6. ISSUED BY</b> TACOM-ROCK ISLAND AMSTA-LC-CSC-B CAROL S STAIB (309)782-7114 ROCK ISLAND IL 61299-7630 EMAIL: STAIBC@RIA.ARMY.MIL				CODE W52H09		<b>7. ADMINISTERED BY (if other than 6)</b> DCMA SEATTLE CORPORATE CAMPUS EAST III 3009 112TH NE SUITE 200 BELLEVUE WA 98004-8019 SCD: A PAS: NONE ADP PT: HQ0339				<b>8. DELIVERY FOB</b> <input type="checkbox"/> DESTINATION <input checked="" type="checkbox"/> OTHER (See Schedule if other)		
<b>9. CONTRACTOR</b> SMITHS AEROSPACE ACTUATION SYSTEMS-YAKIMA 2720 W WASHINGTON AVE YAKIMA, WA. 98909 NAME AND ADDRESS TYPE BUSINESS: Large Business Performing in U.S.				CODE 97415		FACILITY		<b>10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD)</b> SEE SCHEDULE		<b>11. X IF BUSINESS IS</b> <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMAN-OWNED		
<b>14. SHIP TO</b> SEE SCHEDULE				CODE		<b>15. PAYMENT WILL BE MADE BY</b> DFAS COLUMBUS CENTER DFAS-CO/WEST ENTITLEMENT OPERATIONS PO BOX 182381 COLUMBUS OH 43218-2381				CODE HQ0339 <b>MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2</b>		
<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.										
<b>PURCHASE</b>	X	Reference your <input type="checkbox"/> Oral <input type="checkbox"/> Written Quotation _____, Dated _____, furnish the following on terms specified herein.										
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.												
NAME OF CONTRACTOR			SIGNATURE			TYPED NAME AND TITLE			DATE SIGNED (YYYYMMDD)			
<input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:												
<b>17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE</b> SEE SCHEDULE												
<b>18. ITEM NO.</b>		<b>19. SCHEDULE OF SUPPLIES/SERVICE</b>				<b>20. QUANTITY ORDERED/ ACCEPTED*</b>		<b>21. UNIT</b>	<b>22. UNIT PRICE</b>		<b>23. AMOUNT</b>	
		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> ELYSE E MEADE /SIGNED/ MEADEE2@RIA.ARMY.MIL (309)782-5789 BY: _____ CONTRACTING/ORDERING OFFICER					<b>25. TOTAL</b> \$57,596.00		<b>26. DIFFERENCES</b>
<b>27a. QUANTITY IN COLUMN 20 HAS BEEN</b> <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> 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>				
<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>		
<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>36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.</b>						<b>31. PAYMENT</b> <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		<b>34. CHECK NUMBER</b>		<b>35. BILL OF LADING NO.</b>		
<b>a. DATE (YYYYMMDD)</b>		<b>b. SIGNATURE AND TITLE OF CERTIFYING OFFICER</b>				<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>		

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

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MOD/AMD

**Name of Offeror or Contractor:** SMITHS AEROSPACE ACTUATION SYSTEMS-YAKIMA

## SUPPLEMENTAL INFORMATION

0001AA AND 0001AB

0002AA AND 0002AB

NOUN: MANIFOLD HYDRAULIC

NOUN: CAP ASSEMBLY

NSN: 4730-01-220-8533

NSN: 1005-01-220-8534

P/N: 7-0897-5

P/N: 7-0906-3

1. THIS PURCHASE ORDER IS AWARDED FOB ORIGIN.
2. EARLIER DELIVERY IS ACCEPTABLE AT NO COST TO EITHER PARTY.

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

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

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

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

(End of Clause)

(AA7020)

2	52.201-4501 TACOM-RI NOTICE ABOUT TACOM-RI OMBUDSMAN	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

**Name of Offeror or Contractor:** SMITHS AEROSPACE ACTUATION SYSTEMS-YAKIMA

Electronic Mail Address: ombudsman@ria.army.mil

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

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

(End of clause)

(AS7006)

3	52.210-4516 TACOM-RI	COMMERCIAL EQUIVALENT ITEM(S)	JUN/1998
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THE GOVERNMENT HAS A PREFERENCE TO SATISFY ITS NEEDS THROUGH THE ACQUISITION OF COMMERCIAL ITEMS. IF YOU KNOW OF ANY COMMERCIAL EQUIVALENT ITEM(S) FOR THOSE LISTED IN THIS SOLICITATION, PLEASE CONTACT THE CONTRACTING OFFICE. INFORMATION PROVIDED WILL BE CONSIDERED FOR FUTURE PROCUREMENTS.

(END OF CLAUSE)

(AS7003)

4	52.211-4506 TACOM-RI	INSTRUCTIONS REGARDING SUBSTITUTIONS FOR MILITARY AND FEDERAL SPECIFICATIONS AND STANDARDS	DEC/1997
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(a) Section I of this document contains DFARS clause 252.211-7005, Substitutions for Military Specifications and Standards, which allows bidders/quoters/offerors to propose Management Council approved Single Process Initiatives (SPIs) in their bids/quotes/offers, in lieu of military or Federal specifications and standards cited in this solicitation.

(b) An offeror proposing to use an SPI process under this solicitation shall identify the following for each proposed SPI as required by DFARS 252.211-7005 contained in Section I:

SPI	MILITARY/FEDERAL SPEC/STANDARD	LOCATION OF REQUIREMENT	FACILITY	ACO
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

(c) An offeror proposing to use an SPI process under this solicitation shall also provide a copy of the Department of Defense acceptance for each SPI process proposed.

(d) In the event an offeror does not identify any SPI in paragraph (b) above, the Government shall conclude that the bidder/quoter/offeror submits its bid/quote/proposal in accordance with the requirements of this solicitation.

(e) The price that is provided by the offeror in the Schedule in Section B will be considered as follows:

(1) If an SPI is identified in paragraph (b) above, the Government will presume that the price is predicated on the use of the proposed SPI.

(2) If there is no SPI identified in paragraph (b) above, the Government will presume the price is predicated on the requirements as stated in the solicitation.

(f) Bidders/quoters/offerors are cautioned that there is always the possibility that the Government could make a determination at the Head of the Contracting (HCA)/Program Executive Officer (PEO) level that the proposed SPI is not acceptable for this procurement. If such a determination is made, and the bid/quote/offer only identifies a price predicated on use of proposed SPI, the bid/quote/offer will be determined nonresponsive. Bidders/quoters/offerors who propose SPI processes are encouraged to provide a price below to reflect their price for the item manufactured in accordance with the requirements as stated in this solicitation to preclude possibly being

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MOD/AMD

**Name of Offeror or Contractor:** SMITHS AEROSPACE ACTUATION SYSTEMS-YAKIMA

determined nonresponsive:

CLIN _____	PRICE \$ _____

(End of clause)

(AS7008)

5 52.233-4503 AMC-LEVEL PROTEST PROGRAM  
TACOM-RI

JUN/1998

(OCTOBER 1996)

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command  
Office of Command Counsel  
ATTN: AMCCC-PL  
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)

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Reference No. of Document Being Continued  
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Name of Offeror or Contractor: SMITHS AEROSPACE ACTUATION SYSTEMS-YAKIMA

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																														
0001	SUPPLIES OR SERVICES AND PRICES/COSTS  NSN: 4730-01-220-8533 FSCM: 97415 PART NR: 7-0897-5 SECURITY CLASS: Unclassified																																		
0001AA	<u>PRODUCTION QUANTITY</u>  NOUN: MANIFOLD, HYDRAULIC PRON: M142V177M1 PRON AMD: 01 ACRN: AA AMS CD: 060011H3SOX  <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>W52H093313A615</td> <td>W45G19</td> <td>J</td> <td></td> <td>2</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>15</td> <td>29-JAN-2005</td> </tr> <tr> <td>002</td> <td>15</td> <td>28-FEB-2005</td> </tr> <tr> <td>003</td> <td>15</td> <td>29-MAR-2005</td> </tr> <tr> <td>004</td> <td>15</td> <td>29-APR-2005</td> </tr> <tr> <td>005</td> <td>5</td> <td>30-MAY-2004</td> </tr> </table> FOB POINT: Origin  SHIP TO: <u>FREIGHT ADDRESS</u> (W45G19) XR W390 RED RIVER MUNITIONS CTR HIGHWAY 82 WEST CL V TPF GATE 44 BLDG 184 TEXARKANA TX 75507-5000  <u>CONTRACT/DELIVERY ORDER NUMBER</u> W52H09-04-P-0436/0000	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	W52H093313A615	W45G19	J		2	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>	001	15	29-JAN-2005	002	15	28-FEB-2005	003	15	29-MAR-2005	004	15	29-APR-2005	005	5	30-MAY-2004	65	EA	\$ 400.00000	\$ 26,000.00
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>																														
001	W52H093313A615	W45G19	J		2																														
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>																																	
001	15	29-JAN-2005																																	
002	15	28-FEB-2005																																	
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004	15	29-APR-2005																																	
005	5	30-MAY-2004																																	
0001AB	<u>PRODUCTION QUANTITY</u>  NOUN: MANIFOLD, HYDRAULIC PRON: M142V178M1 PRON AMD: 01 ACRN: AA AMS CD: 060011H3SOX	34	EA	\$ 400.00000	\$ 13,600.00																														

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Reference No. of Document Being Continued  
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Name of Offeror or Contractor: SMITHS AEROSPACE ACTUATION SYSTEMS-YAKIMA

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>            INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u>            DOC SUPPL  <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u>            001 W52H093313A616 W45G19 J 2  <u>DEL REL CD QUANTITY DEL DATE</u>            001 10 30-MAY-2005            002 15 29-JUN-2005            003 9 29-JUL-2005</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>FREIGHT 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-0436/0000</p> <p>NSN: 1005-01-220-8534            FSCM: 97415            PART NR: 7-0906-3            SECURITY CLASS: Unclassified</p>				
0002AA	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: CAP ASSEMBLY,HEAD E            PRON: M142V179M1 PRON AMD: 01 ACRN: AA            AMS CD: 060011H3SOX</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>            INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u>            DOC SUPPL  <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u>            001 W52H093313A613 W25G1U J 2  <u>DEL REL CD QUANTITY DEL DATE</u></p>	29	EA	\$ 409.00000	\$ 11,861.00

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 PIIN/SIIN W52H09-04-P-0436 MOD/AMD

Name of Offeror or Contractor: SMITHS AEROSPACE ACTUATION SYSTEMS-YAKIMA

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	001                      29                      16-FEB-2005  FOB POINT: Origin  SHIP TO: <u>FREIGHT 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-0436/0000				
0002AB	<u>PRODUCTION QUANTITY</u>  NOUN: CAP ASSEMBLY,HEAD E PRON: M142V180M1 PRON AMD: 01 ACRN: AA AMS CD: 060011H3SOX  <u>Packaging and Marking</u>  <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin  <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W52H093313A614 W25G1U J 2 <u>DEL REL CD QUANTITY DEL DATE</u> 001 15 16-FEB-2004  FOB POINT: Origin  SHIP TO: <u>FREIGHT 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-0436/0000	15	EA	\$ 409.00000	\$ 6,135.00
0003	<u>CDRL</u>  SECURITY CLASS: Unclassified			\$ ** NSP **	\$ ** NSP **

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Name of Offeror or Contractor: SMITHS AEROSPACE ACTUATION SYSTEMS-YAKIMA

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p><u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Destination</p> <p>SEQUENCE A001 THRU A003</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 F001)</p>				

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MOD/AMD

**Name of Offeror or Contractor:** SMITHS AEROSPACE ACTUATION SYSTEMS-YAKIMA

## DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

6 52.210-4511 STATEMENT OF WORK - OZONE DEPLETING CHEMICALS MAR/1994  
TACOM-RI

(a) (1) Specifications and standards, which identify ODCs among alternative substances for use, are part of this TDP/SOW as follows:

N/A

(2) The above specifications and standards allow the optional use of Ozone Depleting Substances (ODS) or Ozone Depleting Chemicals (ODC). Preference should be given to the Non-ODS/ODC choices in compliance with Executive Order 12843, dated April 21, 1993, 'Procurement Requirements and Policies for Federal Agencies for Ozone Depleting Substances .

(b) Other specifications and standards containing ODS/ODC materials and included in this TDP/SOW for which a substitute is provided and must be used are as follows:

N/A

(c) Other specifications and standards included in this TDP/SOW that specify use of an ODS/ODC and have been approved for use are as follows:

N/A

(d) NOTE: Offerors are requested, although not obligated, to perform their own screening of the TDP specifications and standards or SOW and identify any additional potential ODS/ODC to the Contracting Officer.

(End of Clause)

(CS6191)

## PACKAGING AND MARKING

7 52.211-4503 PACKAGING REQUIREMENTS (COMMERCIAL) FEB/2004

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: ONE EACH

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 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.

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**Name of Offeror or Contractor:** SMITHS AEROSPACE ACTUATION SYSTEMS-YAKIMA

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, Change Notice 2, Date 10 Feb 04, 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. The following website (Computer Automated Transportation Tool, CAAT) provides detailed instructions for downloading and installing the Military Shipment Label/Issue Receipt Document (CATT MSL/IRRD) software that will generate a Military Shipping Label to include the required Code 39 and 2D(PDF417) bar codes on the label: [http://www.assettrak.com/catt/msl\\_irrd/mslirrdmain.htm](http://www.assettrak.com/catt/msl_irrd/mslirrdmain.htm). This program was developed by the Army and is free to those with government contracts. Two contractors have introduced a version of the MSL software that can be purchased by contractors. Both programs produce labels that appear to be in compliance with the requirements of MIL-STD-129P. Contractors are MILPAC (<http://milpac.com>) and Easysoft Corporation (<http://easysoftcorp.com>). Insure that the "ship to" and "mark for" in-the-clear delivery address is complete including: consignee's 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 requirements 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 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.

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

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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)

**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)

8	52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996
9	52.246-15	CERTIFICATE OF CONFORMANCE	APR/1984
10	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984

**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)

11	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
12	52.247-29	F.O.B. ORIGIN	JUN/1988
13	52.247-32	F.O.B. ORIGIN, FREIGHT PREPAID	JUN/1988
14	52.247-61	F.O.B. ORIGIN - MINIMUM SIZE OF SHIPMENTS	APR/1984
15	52.247-65	F.O.B. ORIGIN, PREPAID FREIGHT - SMALL PACKAGE SHIPMENTS	JAN/1991
16	52.211-16	VARIATION IN QUANTITY	APR/1984

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

Zero percent (0%) increase

Zero percent (0%) decrease.



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CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ ITEM	ACRN	OBLG STAT	ACCOUNTING CLASSIFICATION	JOB ORDER NUMBER	ACCOUNTING STATION	OBLIGATED AMOUNT	
0001AA	M142V177M1 060011H3SOX	AA	2	97 X4930AC9G 6D	26KB S11116	W52H09 \$	26,000.00	
0001AB	M142V178M1 060011H3SOX	AA	2	97 X4930AC9G 6D	26KB S11116	W52H09 \$	13,600.00	
0002AA	M142V179M1 060011H3SOX	AA	2	97 X4930AC9G 6D	26KB S11116	W52H09 \$	11,861.00	
0002AB	M142V180M1 060011H3SOX	AA	2	97 X4930AC9G 6D	26KB S11116	W52H09 \$	6,135.00	
TOTAL							\$	57,596.00

SERVICE NAME	TOTAL BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	OBLIGATED AMOUNT
Army	AA	97 X4930AC9G 6D	26KB S11116 W52H09	\$ 57,596.00
TOTAL				\$ 57,596.00

18            52.232-4500            CONTRACT PAYMENT INSTRUCTIONS            AUG/1997  
                  TACOM-RI

The paying office shall ensure that the invoice/voucher is disbursed from each ACRN as indicated on the invoice/voucher.

(End of clause)

(GS7016)

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SPECIAL CONTRACT REQUIREMENTS

19	252.247-7023 DFARS	TRANSPORTATION OF SUPPLIES BY SEA - ALTERNATE III	MAY/2002
20	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 STAIBC@RIA.ARMY.MIL. The data fax number for submission is 309-782-6346, ATTN: AMSTA-LC-CSC-B/CAROL S. STAIB.

(c) Any additional copies required in accordance with Appendix F may be submitted to the addresses identified below via the U. S. Postal Service:

- (1) The FMS/MAP copies may be submitted to:  
N/A

(End of Clause)

(HS6510)

21	52.247-4545 TACOM-RI	PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION	MAY/1993
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The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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)

22	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
23	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
24	52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	JUN/2004
25	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
26	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	OCT/2003
27	52.243-1	CHANGES - FIXED PRICE	AUG/1987
28	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
	DFARS		
29	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	APR/2003
	DFARS		
30	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
	DFARS		
31	252.242-7000	POSTAWARD CONFERENCE	DEC/1991
	DFARS		
32	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
	DFARS		
33	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
	DFARS		
34	52.213-4	TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS)	JUN/2004

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)

- 35 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984
- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of '(DEVIATION)' after the date of the clause.
- (b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of '(DEVIATION)' after the name of the regulation.

(End of clause)

(IF7016)

- 36 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS FEB/2003
- DFARS
- (a) Definition. 'SPI process,' as used in this clause, means a management or manufacturing process that has been accepted previously by the department of defense under the Single Process Initiative (SPI) for use in lieu of specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives from the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.
- (b) Offerors are encouraged to propose SPI process in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI process accepted at specific facilities is available via the Internet in Excel format at <http://www.dcmi.mil/onebook/7.0/7.2/7.2.6/reports/modified.xls>
- (c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standard cited in the solicitation

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shall--

- (1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted,
- (2) identify each facility at which the offeror proposed to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;
- (3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and
- (4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process: \_\_\_\_\_

Facility: \_\_\_\_\_

Military or Federal Specification or Standard: \_\_\_\_\_

Affected Contract Line Item Number, Subline Item Number, Component, or Element: \_\_\_\_\_

(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</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Exhibit A	0001AA CONTRACT DATA REQUIREMENTS LIST (CDRL)	16-DEC-2003	2PG	
Exhibit B	0002AA CONTRACT DATA REQUIREMENTS LIST (CDRL)	17-DEC-2003	2PG	
Attachment 001	0001AA DOCUMENT SUMMARY LIST		1PG	
Attachment 002	0002AA DOCUMENT SUMMARY LIST		1PG	