

ORDER FOR SUPPLIES OR SERVICES

1. CONTRACT PURCH ORDER/AGREEMENT NO. W52H09-04-P-0477	2. DELIVERY ORDER/CALL NO.	3. DATE OF ORDER/CALL (YYYYMMDD) 2004JUN29	4. REQUISITION/PURCH REQUEST NO. SEE SCHEDULE	5. PRIORITY DOA5
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6. ISSUED BY TACOM-ROCK ISLAND AMSTA-LC-CSC-B PEGGY J. FRAZIER (309)782-4179 ROCK ISLAND IL 61299-7630 EMAIL: FRAZIERP@RIA.ARMY.MIL	CODE	W52H09	7. ADMINISTERED BY (if other than 6) DCMA DALLAS 600 NORTH PEARL STREET SUITE 1630 DALLAS TX 75201-2843	CODE	S4402A	8. DELIVERY FOB <input type="checkbox"/> DESTINATION <input checked="" type="checkbox"/> OTHER (See Schedule if other)
			SCD: C PAS: NONE ADP PT: HQ0339			

9. CONTRACTOR EFW INC. 4700 MARINE CREEK PARKWAY FORT WORTH, TX. 76179-3598	CODE	0WEC9	FACILITY	10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) SEE SCHEDULE	11. X IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMAN-OWNED
NAME AND ADDRESS			12. DISCOUNT TERMS		
TYPE BUSINESS: Large Business Performing in U.S.			13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Block 15		

14. SHIP TO SEE SCHEDULE	CODE	15. PAYMENT WILL BE MADE BY DFAS COLUMBUS CENTER DFAS-CO/WEST ENTITLEMENT OPERATIONS PO BOX 182381 COLUMBUS OH 43218-2381	CODE	HQ0339	MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2
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16. TYPE OF ORDER	DELIVERY/ CALL	THIS DELIVERY ORDER IS ISSUED ON ANOTHER GOVERNMENT AGENCY OR IN ACCORDANCE WITH AND SUBJECT TO TERMS AND CONDITIONS OF ABOVE NUMBERED CONTRACT.			
PURCHASE	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:			

17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE SEE SCHEDULE
--

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.	24. UNITED STATES OF AMERICA ADELAIDE J TKATCH /SIGNED/ TKATCHA@RIA.ARMY.MIL (309)782-5313	25. TOTAL	\$32,038.00
BY: _____		26. DIFFERENCES	

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

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

f. TELEPHONE NUMBER	g. E-MAIL ADDRESS	31. PAYMENT	34. CHECK NUMBER
		<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	

36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.			
a. DATE (YYYYMMDD)	b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		
		35. BILL OF LADING NO.	

37. RECEIVED AT	38. RECEIVED BY (Print)	39. DATE RECEIVED (YYYYMMDD)	40. TOTAL CONTAINERS	41. S/R ACCOUNT NUMBER	42. S/R VOUCHER NO.
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SUPPLEMENTAL INFORMATION

1. THIS PURCHASE ORDER IS FOR 363 EACH CLAMP LOOPS: NSN: 5340-01-218-3402, P/N: 10095526-101, AND 32 EACH CABLE ASSEMBLIES: NSN 5995-01-239-2370, P/N: 10063020-104 (SEE SCHEDULE B).
2. THIS PURCHASE ORDER DOES NOT INCLUDE AN OPTION PROVISION.
3. PACKAGING SHALL BE IN ACCORDANCE WITH BEST COMMERCIAL PRACTICES. (SEE SECTION D OF THIS PURCHASE ORDER)
4. DELIVERY SHALL BE FOB ORIGIN.
5. INSPECTION AND ACCEPTANCE SHALL BE ACCOMPLISHED IN ACCORDANCE WITH THE REQUIREMENTS OF THE CLAUSE AT FAR 52.246-15, "CERTIFICATE OF CONFORMANCE". A COPY OF THE CONTRACTOR'S COC SHALL BE ATTACHED TO A SIGNED DD250 IN ACCORDANCE WITH THE REQUIREMENTS OF THE CLAUSE REFERENCED ABOVE.
6. AFTER SHIPMENT, A COPY OF THE SIGNED DD250 SHALL BE SCANNED AND FORWARDED TO TACOM-RI, ATTENTION: PEGGY FRAZIER, AT frazierp@ria.army.mil.
7. EARLY DELIVERIES WILL BE ACCEPTED AT NO ADDITIONAL COST TO EITHER PARTY.

*** END OF NARRATIVE A 001 ***

Regulatory Cite	Title	Date
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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.

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MOD/AMD

Name of Offeror or Contractor: EFW INC.

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)

3	52.210-4516	COMMERCIAL EQUIVALENT ITEM(S)	JUN/1998
	TACOM-RI		

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	INSTRUCTIONS REGARDING SUBSTITUTIONS FOR MILITARY AND FEDERAL SPECIFICATIONS AND STANDARDS	DEC/1997
	TACOM-RI		

(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

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requirements as stated in the solicitation.

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

CLIN _____	PRICE \$ _____

(End of clause)

(AS7008)

5	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)

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Name of Offeror or Contractor: EFW INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																								
0001	SUPPLIES OR SERVICES AND PRICES/COSTS NSN: 5340-01-218-3402 FSCM: 94580 PART NR: 10095526-101 SECURITY CLASS: Unclassified																												
0001AA	<u>PRODUCTION QUANTITY</u> NOUN: CLAMP, LOOP PRON: M141V402M1 PRON AMD: 03 ACRN: AA AMS CD: 070011H3SOX <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: COMMERCIAL PACKAGING UNIT PACK: 01 INTERMEDIATE PACK: 01 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <table border="1" data-bbox="264 1157 846 1205"> <thead> <tr> <th>REL CD</th> <th>MILSTRIP</th> <th>ADDR</th> <th>SIG CD</th> <th>MARK FOR</th> <th>TP CD</th> </tr> </thead> <tbody> <tr> <td>001</td> <td>W52H093314A639</td> <td>W45G19</td> <td>J</td> <td></td> <td>2</td> </tr> </tbody> </table> <table border="1" data-bbox="264 1209 846 1367"> <thead> <tr> <th>DEL REL CD</th> <th>QUANTITY</th> <th>DEL DATE</th> </tr> </thead> <tbody> <tr> <td>001</td> <td>100</td> <td>15-SEP-2004</td> </tr> <tr> <td>002</td> <td>100</td> <td>14-OCT-2004</td> </tr> <tr> <td>003</td> <td>34</td> <td>16-NOV-2004</td> </tr> </tbody> </table> FOB POINT: Origin 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 <u>CONTRACT/DELIVERY ORDER NUMBER</u> W52H09-04-P-0477/0000	REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	001	W52H093314A639	W45G19	J		2	DEL REL CD	QUANTITY	DEL DATE	001	100	15-SEP-2004	002	100	14-OCT-2004	003	34	16-NOV-2004	234	EA	\$ 18.00000	\$ 4,212.00
REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD																								
001	W52H093314A639	W45G19	J		2																								
DEL REL CD	QUANTITY	DEL DATE																											
001	100	15-SEP-2004																											
002	100	14-OCT-2004																											
003	34	16-NOV-2004																											
0001AB	<u>PRODUCTION QUANTITY</u> NOUN: CLAMP, LOOP PRON: M141V403M1 PRON AMD: 02 ACRN: AA	129	EA	\$ 18.00000	\$ 2,322.00																								

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Name of Offeror or Contractor: EFW INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>AMS CD: 070011H3SOX</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: COMMERCIAL PACKAGING UNIT PACK: 01 INTERMEDIATE PACK: 01 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</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 W52H093314A640 W45G19 J 2 <u>DEL REL CD QUANTITY DEL DATE</u> 001 66 14-NOV-2004 002 63 14-DEC-2004</p> <p>FOB POINT: Origin</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-0477/0000</p>				
0002	<p>NSN: 5995-01-239-2370 FSCM: 94580 PART NR: 10063020-104 SECURITY CLASS: Unclassified</p>				
0002AA	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: CABLE ASSEMBLY,SPEC PRON: M141V406M1 PRON AMD: 02 ACRN: AA AMS CD: 070011H3SOX</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: COMMERCIAL PACKAGING UNIT PACK: 01 INTERMEDIATE PACK: 01 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p>	11	EA	\$ 797.00000	\$ 8,767.00

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<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 W52H093314A643 W45G19 J 2 <u>DEL REL CD QUANTITY DEL DATE</u> 001 11 16-DEC-2004</p> <p>FOB POINT: Origin</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-0477/0000</p>				
0002AB	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: CABLE ASSEMBLY,SPEC PRON: M141V407M1 PRON AMD: 02 ACRN: AA AMS CD: 070011H3SOX</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: COMMERCIAL PACKAGING UNIT PACK: 01 INTERMEDIATE PACK: 01 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</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 W52H093314A644 W45G19 J 2 <u>DEL REL CD QUANTITY DEL DATE</u> 001 4 16-DEC-2004 002 15 14-JAN-2005 003 2 14-FEB-2005</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W45G19) XR W390 RED RIVER MUNITIONS CTR</p>	21	EA	\$ 797.00000	\$ 16,737.00

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>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-0477/0000</p>				

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DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

6 52.210-4501 DRAWINGS/SPECIFICATION MAR/1988
TACOM-RI

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

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

Drawings and Specifications in accordance with enclosed Technical Data Package Listing - TDPL N/A- with revisions in effect as of N/A (except as follows):

N/A

(CS6100)

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: 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 or deterioration shall be provided protection by means of preservative coatings, volatile corrosion inhibitors, desiccants, waterproof and/or watervaporproof barriers.

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

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

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

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

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

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

5. Packing:

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

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

6 Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall be of a size to

Name of Offeror or Contractor: EFW INC.

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. 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 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)

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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

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

a. Rework and Repair are defined as follows:

(1) Rework - The reprocessing of nonconforming material to make it conform completely to the drawings, specifications or contract requirements.

(2) Repair - The reprocessing of nonconforming material in accordance with approved written procedures and operations to reduce, but not completely eliminate, the nonconformance. The purpose of repair is to bring nonconforming material into a usable condition. Repair is distinguished from rework in that the item after repair still does not completely conform to all of the applicable drawings, specifications or contract requirements.

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

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

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

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

(End of Clause)

(ES7012)

DELIVERIES OR PERFORMANCE

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

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

(FA7001)

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11	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
12	52.247-29	F.O.B. ORIGIN	JUN/1988
13	52.247-30	F.O.B. ORIGIN, CONTRACTOR'S FACILITY	APR/1984
14	52.247-4531 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)

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Name of Offeror or Contractor: EFW INC.

CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ ITEM	ACRN	OBLG STAT	ACCOUNTING CLASSIFICATION	JOB ORDER NUMBER	ACCOUNTING STATION	OBLIGATED AMOUNT
0001AA	M141V402M1 070011H3SOX	AA	2	97 X4930AC6G 6D	26FB S11116	W52H09 \$	4,212.00
0001AB	M141V403M1 070011H3SOX	AA	2	97 X4930AC6G 6D	26FB S11116	W52H09 \$	2,322.00
0002AA	M141V406M1 070011H3SOX	AA	2	97 X4930AC6G 6D	26FB S11116	W52H09 \$	8,767.00
0002AB	M141V407M1 070011H3SOX	AA	2	97 X4930AC6G 6D	26FB S11116	W52H09 \$	16,737.00
TOTAL							\$ 32,038.00

SERVICE NAME	TOTAL BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	OBLIGATED AMOUNT
Army	AA	97 X4930AC6G 6D	26FB S11116	W52H09 \$ 32,038.00
TOTAL				\$ 32,038.00

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Name of Offeror or Contractor: EFW INC.

SPECIAL CONTRACT REQUIREMENTS

15	252.247-7023 DFARS	TRANSPORTATION OF SUPPLIES BY SEA - ALTERNATE III	MAY/2002
16	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 frazierp@ria.army.mil. The data fax number for submission is (309) 782-6346, ATTN: PEGGY FRAZIER.

(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)

17	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

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

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

(IA7001)

18	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
19	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
20	52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	JUN/2004
21	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
22	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	OCT/2003
23	52.243-1	CHANGES - FIXED PRICE	AUG/1987
24	52.246-1	CONTRACTOR INSPECTION REQUIREMENTS	APR/1984
25	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
	DFARS		
26	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	APR/2003
	DFARS		
27	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
	DFARS		
28	252.242-7000	POSTAWARD CONFERENCE	DEC/1991
	DFARS		
29	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
	DFARS		
30	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
	DFARS		
31	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

(IF8001)

- | | | | |
|----|----------|----------------------------------|----------|
| 32 | 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)

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|----|--------------|--|----------|
| 33 | 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

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<http://www.dema.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 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)