

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b>				<b>1. Requisition Number</b> SEE SCHEDULE		<b>Page</b> 1 <b>Of</b> 30	
<b>Offeror To Complete Block 12, 17, 23, 24, &amp; 30</b>							
<b>2. Contract No.</b> DAAE20-99-C-0059		<b>3. Award/Effective Date</b> 1999JUL01		<b>4. Order Number</b>		<b>5. Solicitation Number</b>	
<b>7. For Solicitation Information Call:</b>		<b>A. Name</b> ADDY TKATCH		<b>B. Telephone Number (No Collect Calls)</b> (309) 782-5313		<b>6. Solicitation Issue Date</b>	
<b>9. Issued By</b> ACALA AMSTA-AC-PCR-C ROCK ISLAND IL 61299-7630		<b>Code</b> W52H09		<b>10. This Acquisition Is</b> <input checked="" type="checkbox"/> Unrestricted <input type="checkbox"/> Set Aside: % For <input type="checkbox"/> Small Business <input type="checkbox"/> Small Disadv Business <input type="checkbox"/> 8(A) SIC: 3484 Size Standard:		<b>11. Delivery For FOB Destination Unless Block Is Marked</b> <input checked="" type="checkbox"/> See Schedule	
<b>e-mail:</b> TKATCHA@RIA.ARMY.MIL						<b>12. Discount Terms</b> 1/2 % 10 NET 30	
<b>15. Deliver To</b> SEE SCHEDULE		<b>Code</b>		<b>16. Administered By</b> DCMC HARTFORD 130 DARLIN STREET EAST HARTFORD CT 06108-3234		<b>Code</b> S0701A	
<b>Telephone No.</b>							
<b>17. Contractor/Offeror</b> COLTS MANUFACTURING COMPANY INC PO BOX 1868 HARTFORD CT 06144-1868		<b>Code</b> 13629 <b>Facility</b>		<b>18a. Payment Will Be Made By</b> COLUMBUS CENTER DFAS-CO-JNC/MINUTEMAN PO BOX 182266 COLUMBUS OH 43218-2266		<b>Code</b> SC1032	
<b>Telephone No.</b>							
<input type="checkbox"/> <b>17b. Check If Remittance Is Different And Put Such Address In Offer</b>		<b>18b. Submit Invoices To Address Shown In Block 18a Unless Block Below Is Checked</b> <input type="checkbox"/> See Addendum					
<b>19. Item No.</b>		<b>20. Schedule Of Supplies/Services</b>			<b>21. Quantity</b>	<b>22. Unit</b>	<b>23. Unit Price</b>
		SEE SCHEDULE					
(Attach Additional Sheets As Necessary)							
<b>25. Accounting And Appropriation Data</b> SEE ADDENDUM					<b>26. Total Award Amount (For Govt. Use Only)</b> \$435,460.00		
<input type="checkbox"/> <b>27a. Solicitation Incorporates By Reference FAR 52.212-1, 52.212-4, FAR 52.212-3 And 52.212-5 Are Attached.</b>					<input type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.		
<input checked="" type="checkbox"/> <b>27b. Contract/Purchase Order Incorporates By Reference FAR 52.212-4, FAR 52.212-5 Is Attached. Addenda</b>					<input checked="" type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.		
<b>28. Contractor Is Required To Sign This Document And Return <u>2</u> Copies <input checked="" type="checkbox"/> 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.</b>					<b>29. Award Of Contract: Reference _____ Offer <input type="checkbox"/> Dated _____. Your Offer On Solicitation (Block 5) Including Any Additions Or Changes Which Are Set Forth Herein Is Accepted As To Items:</b>		
<b>30a. Signature Of Offeror/Contractor</b>				<b>31a. United States Of America (Signature Of Contracting Officer)</b>			
<b>30b. Name And Title Of Signer (Type Or Print)</b>		<b>30c. Date Signed</b>		<b>31b. Name Of Contracting Officer (Type Or Print)</b> ROXANNE SPURGETIS SPURGETISR@RIA.ARMY.MIL (309) 782-4886		<b>31c. Date Signed</b>	
<b>32a. Quantity In Column 21 Has Been</b> <input type="checkbox"/> Received <input type="checkbox"/> Inspected <input type="checkbox"/> Accepted And Conforms To The Contract Except As Noted				<b>33. Ship Number</b> <input type="checkbox"/> Partial <input type="checkbox"/> Final		<b>34. Voucher Number</b>	<b>35. Amount Verified Correct For</b>
<b>32b. Signature Of Authorized Government Representative</b>		<b>32c. Date</b>		<b>36. Payment</b> <input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final		<b>37. Check Number</b>	
<b>41a. I Certify This Account Is Correct And Proper For Payment</b>				<b>38. S/R Account Number</b>		<b>39. S/R Voucher Number</b>	<b>40. Paid By</b>
<b>41b. Signature And Title Of Certifying Officer</b>		<b>41c. Date</b>		<b>42a. Received By (Print)</b>			
				<b>42b. Received At (Location)</b>			
				<b>42c. Date Recd (YYMMDD)</b>		<b>42d. Total Containers</b>	

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 2 of 30**

PIIN/SIIN DAAE20-99-C-0059

MOD/AMD

**Name of Offeror or Contractor:** COLTS MANUFACTURING COMPANY INC

## SUPPLEMENTAL INFORMATION

## ADDITIONAL TERMS AND CONDITIONS

1. THIS PROCUREMENT ACTION IS RESTRICTED TO COLT'S MANUFACTURING COMPANY AS AUTHORIZED BY FAR 6.302-2.
2. THE CONTRACT TYPE IS FIRM FIXED PRICE.
3. CLIN 0001AA IS FOR THE COLT COMMERCIAL CARBINE MODEL R0977. EACH CARBINE IS TO BE DELIVERED WITH ONE MAGAZINE AND ONE MANUAL.
4. CLIN 0002AA IS FOR THE COLT COMMERCIAL CARBINE MODEL R0777. EACH CARBINE IS TO BE DELIVERED WITH ONE MAGAZINE AND ONE MANUAL.
5. CLIN 0003AA IS FOR THE COLT COMMERCIAL MODEL R0645 (ALSO KNOWN AS AR6551). EACH CARBINE IS TO BE DELIVERED WITH ONE MAGAZINE AND ONE MANUAL. THESE RIFLES ARE TO BE JUST LIKE AN M16A2 RIFLE EXCEPT THAT:
  - A. THE WEAPON MUST HAVE COMMERCIAL MARKINGS ON IT RATHER THAN U.S. GOVERNMENT MARKINGS.
  - B. THE WEAPON MUST ONLY BE CAPABLE OF FIRING IN A SEMI-AUTHOMATIC SINGLE SHOT MODE. FURTHER, THE RECEIVER OF THE WEAPON SHALL BE SO MODIFIED THAT IT CANNOT ACCEPT EITHER A BURST OR AUTOMATIC FIRE TRIGGER/DISCONNECT/SEAR MECHANISM WITHOUT SUBSTANTIAL RECEIVER MODIFICATION.
6. CLINs 0004AA, 0004AB, AND 0004AC ARE FOR COLT COMMERCIAL 30 ROUND MAGAZINES. COLT'S PART NUMBER IS SP62328.
7. CLINs 0005AA AND 0005AB ARE FOR COLT COMMERCIAL 20 ROUND MAGAZINES. COLT'S PART NUMBER IS SP62103.
8. ACCEPTANCE OF ITEMS: SEE SECTION E.
9. IMPLIED WARRANTY: SEE SECTION E.
10. ACCELERATED DELIVERY: SEE SECTION F.

\*\*\* END OF NARRATIVE A001 \*\*\*

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN DAAE20-99-C-0059 MOD/AMD

Name of Offeror or Contractor: COLTS MANUFACTURING COMPANY INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																		
0001	<p>SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>Supplies or Services and Prices/Costs</u></p> <p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: COLT COMM'L CARBINE MOD R0977                      SECURITY CLASS: Unclassified</p> <p><u>Packaging and Marking</u></p>																						
0001AA	<p><u>PRODUCTION QUANTITY</u></p> <p>NSN: 1005-01-000-0000                      NOUN: COLT COMM'L CARBINE MOD R0977                      SECURITY CLASS: Unclassified                      PRON: W190977RM1 PRON AMD: 03 ACRN: AA                      AMS CD: 3210167528                      CUSTOMER ORDER NO: DSPLDACALA9901</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></p> <p>DOC SUPPL</p> <table border="1"> <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>W52H0991569J93</td> <td>193330</td> <td>J</td> <td></td> <td>1</td> </tr> </table> <table border="1"> <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>48</td> <td>30-SEP-1999</td> </tr> </table> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>                      (193330) DEPT OF STATE                      2216 GALLOWS ROAD                      DUNN LORING VA 22027-0000</p>	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	W52H0991569J93	193330	J		1	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>	001	48	30-SEP-1999	48	EA	\$ 600.00000	\$ 28,800.00
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>																		
001	W52H0991569J93	193330	J		1																		
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>																					
001	48	30-SEP-1999																					
0002	<p><u>Supplies or Services and Prices/Costs</u></p> <p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: COLT COMM'L CARBINE MOD R0777                      SECURITY CLASS: Unclassified</p> <p><u>Packaging and Marking</u></p>																						
0002AA	<p><u>PRODUCTION QUANTITY</u></p> <p>NSN: 1005-01-000-0000                      NOUN: COLT COMM'L CARBINE MOD R0777                      SECURITY CLASS: Unclassified                      PRON: W190777RM1 PRON AMD: 02 ACRN: AB                      AMS CD: 3210167528</p>	295	EA	\$ 600.00000	\$ 177,000.00																		

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN DAAE20-99-C-0059 MOD/AMD

Name of Offeror or Contractor: COLTS MANUFACTURING COMPANY INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>CUSTOMER ORDER NO: DSPELACALA9901</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 W52H0991569J98 193319 J 1  <u>DEL REL CD QUANTITY DEL DATE</u>                      001 295 30-SEP-1999</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>                      (193319) DEPT OF STATE                      7947 CLUNY CT                      SPRINGFIELD VA 22153</p>				
0003	<p><u>Supplies or Services and Prices/Costs</u></p> <p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: COLT COMM'L RIFLE MODEL R0645                      SECURITY CLASS: Unclassified</p> <p><u>Packaging and Marking</u></p>				
0003AA	<p><u>PRODUCTION QUANTITY</u></p> <p>NSN: 1005-01-000-0000                      NOUN: COLT COMM'L RIFLE MODEL R0645                      SECURITY CLASS: Unclassified                      PRON: W190645RM1 PRON AMD: 03 ACRN: AB                      AMS CD: 3210167528                      CUSTOMER ORDER NO: DSPELACALA9901</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 W52H0991569J99 193319 J 1  <u>DEL REL CD QUANTITY DEL DATE</u>                      001 314 30-SEP-1999</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>                      (193319) DEPT OF STATE                      7947 CLUNY CT</p>	314	EA	\$ 600.00000	\$ 188,400.00

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN DAAE20-99-C-0059 MOD/AMD

Name of Offeror or Contractor: COLTS MANUFACTURING COMPANY INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																		
0004	SPRINGFIELD VA 22153  <u>Supplies or Services and Prices/Costs</u>  <u>PRODUCTION QUANTITY</u>  NOUN: COLT COMM'L 30 RD MAGAZINES SECURITY CLASS: Unclassified																						
0004AA	<u>Packaging and Marking</u>  <u>PRODUCTION QUANTITY</u>  NSN: 1005-01-000-0000 NOUN: COLT COMM'L 30 RD MAGAZINES SECURITY CLASS: Unclassified PRON: W1997R30M1 PRON AMD: 03 ACRN: AA AMS CD: 3210167528 CUSTOMER ORDER NO: DSPLDACALA9901	576	EA	\$ 10.00000	\$ 5,760.00																		
0004AB	<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>W52H0991569J92</td> <td>193330</td> <td>J</td> <td></td> <td>1</td> </tr> </table> <table border="0"> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> </tr> <tr> <td>001</td> <td>576</td> <td>30-SEP-1999</td> </tr> </table> FOB POINT: Origin  SHIP TO: <u>PARCEL POST ADDRESS</u> (193330) DEPT OF STATE 2216 GALLOWS ROAD DUNN LORING VA 22027-0000	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	W52H0991569J92	193330	J		1	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>	001	576	30-SEP-1999	1050	EA	\$ 10.00000	\$ 10,500.00
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>																		
001	W52H0991569J92	193330	J		1																		
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>																					
001	576	30-SEP-1999																					
0004AB	<u>PRODUCTION QUANTITY</u>  NSN: 1005-01-000-0000 NOUN: COLT COMM'L 30 RD MAGAZINES SECURITY CLASS: Unclassified PRON: W1977R30M1 PRON AMD: 03 ACRN: AB AMS CD: 3210167528 CUSTOMER ORDER NO: DSPELACALA9901																						

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Reference No. of Document Being Continued  
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Name of Offeror or Contractor: COLTS MANUFACTURING COMPANY INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AC	<p><u>Deliveries or Performance</u>                      DOC SUPPL                      REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD                      001 W52H0991569J94 193319 J 1                      DEL REL CD QUANTITY DEL DATE                      001 1,050 30-SEP-1999</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>                      (193319) DEPT OF STATE                      7947 CLUNY CT                      SPRINGFIELD VA 22153</p> <p><u>PRODUCTION QUANTITY</u></p> <p>NSN: 1005-01-000-0000                      NOUN: COLT COMM'L 30 RD MAGAZINES                      SECURITY CLASS: Unclassified                      PRON: W1945R30M1 PRON AMD: 02 ACRN: AB                      AMS CD: 3210167528                      CUSTOMER ORDER NO: DSPELACALA9901</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                      REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD                      001 W52H0991569J96 193319 J 1                      DEL REL CD QUANTITY DEL DATE                      001 1,100 30-SEP-1999</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>                      (193319) DEPT OF STATE                      7947 CLUNY CT                      SPRINGFIELD VA 22153</p>	1100	EA	\$ 10.00000	\$ 11,000.00
0005	<p><u>Supplies or Services and Prices/Costs</u></p> <p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: COLT COMM'L 20 RD MAGAZINE                      SECURITY CLASS: Unclassified</p> <p><u>Packaging and Marking</u></p>				
0005AA	<p><u>PRODUCTION QUANTITY</u></p>	700	EA	\$ 10.00000	\$ 7,000.00

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN DAAE20-99-C-0059 MOD/AMD

Name of Offeror or Contractor: COLTS MANUFACTURING COMPANY INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																		
	NSN: 1005-01-000-0000 NOUN: COLT COMM'L 20 RD MAGAZINE SECURITY CLASS: Unclassified PRON: W1945R20M1 PRON AMD: 02 ACRN: AB AMS CD: 3210167528 CUSTOMER ORDER NO: DSPELACALA9901  <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>W52H0991569J97</td> <td>193319</td> <td>J</td> <td></td> <td>1</td> </tr> </table> <table border="0"> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> </tr> <tr> <td>001</td> <td>700</td> <td>30-SEP-1999</td> </tr> </table> FOB POINT: Origin  SHIP TO: <u>PARCEL POST ADDRESS</u> (193319) DEPT OF STATE 7947 CLUNY CT SPRINGFIELD VA 22153	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	W52H0991569J97	193319	J		1	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>	001	700	30-SEP-1999				
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>																		
001	W52H0991569J97	193319	J		1																		
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>																					
001	700	30-SEP-1999																					
0005AB	<u>PRODUCTION QUANTITY</u>  NSN: 1005-01-000-0000 NOUN: COLT COMM'L 20 RD MAGAZINES SECURITY CLASS: Unclassified PRON: W1977R20M1 PRON AMD: 03 ACRN: AB AMS CD: 3210167528 CUSTOMER ORDER NO: DSPELACALA9901  <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>W52H0991569J95</td> <td>193319</td> <td>J</td> <td></td> <td>1</td> </tr> </table> <table border="0"> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> </tr> <tr> <td>001</td> <td>700</td> <td>30-SEP-1999</td> </tr> </table> FOB POINT: Origin  SHIP TO: <u>PARCEL POST ADDRESS</u> (193319) DEPT OF STATE 7947 CLUNY CT SPRINGFIELD VA 22153	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	W52H0991569J95	193319	J		1	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>	001	700	30-SEP-1999	700	EA	\$ 10.00000	\$ 7,000.00
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>																		
001	W52H0991569J95	193319	J		1																		
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>																					
001	700	30-SEP-1999																					

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Reference No. of Document Being Continued  
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Name of Offeror or Contractor: COLTS MANUFACTURING COMPANY INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	<p><u>Supplies or Services and Prices/Costs</u></p> <p><u>DATA ITEM</u></p> <p>NOUN: DD FORM 1423                      SECURITY CLASS: Unclassified                      Contractor will prepare and deliver the technical data in accordance with the requirements, quantities and schedules set forth in the Contract Data Requirements Lists (DD Form 1423), Exhibit A.</p> <p>A DD 250 IS NOT REQUIRED.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin      ACCEPTANCE: Destination</p>				

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 9 of 30</b>
	PIIN/SIIN DAAE20-99-C-0059	MOD/AMD

**Name of Offeror or Contractor:** COLTS MANUFACTURING COMPANY INC

PACKAGING AND MARKING

Regulatory Cite	Title	Date
1	52.211-4502 PACKAGING REQUIREMENTS ACALA	DEC/1998

Packaging shall be in accordance with Best Commercial Practices with the following REQUIREMENTS. The MARKING shall be in accordance with Standard Practice for Military Marking (MIL-STD-129).

REQUIREMENTS:

1. Packaging - Preservation, packaging, packing and marking furnished by the supplier shall provide protection for a minimum of one year 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 preservative applied to the item for protection are not considered contaminants.

1.2 Preservation - Items susceptible to corrosion or deterioration shall be provided protection such as preservative coatings, volatile corrosion inhibitors, or desiccated unit packs.

1.3 Cushioning - Items requiring protection from physical and mechanical damage or which are fragile 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

2.1 Unit Package - A unit package shall be so designed and constructed that it will contain the contents with no damage to them, and with minimal damage to the unit pack during shipment and storage in the shipping container, and will allow subsequent handling.

2.1 Unit Package Quantity - Unless otherwise specified, the unit package quantity shall be one each part, set, or assembly.

3. Intermediate Package

3.1 The use of intermediate packaging is encouraged particularly when such use enhances handling and inventorying. Intermediate packaging is required to facilitate handling and inventory whenever the quantity is over 1 gross and the size of the unit package is 64 cubic inches or less.

4. Packing

4.1 Unit packages and intermediate packages not meeting the requirements for a shipping container shall be packed in shipping containers.

4.2 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. It shall be capable of multiple handling and storage under favorable conditions, such as enclosed facilities, for a minimum of one year.

5. Marking - Marking shall be in accordance with MIL-STD-129, Standard Practice for Military Marking, revision N, dated 15 MAY 1997. Bar code requirements apply.

EXCEPTION:

MARK IN ACCORDANCE WITH MIL-STD-129, REVISION N.

(End of clause)

(DS6405)

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MOD/AMD

**Name of Offeror or Contractor:** COLTS MANUFACTURING COMPANY INC

## INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.246-15	CERTIFICATE OF CONFORMANCE	APR/1984

1. CONTRACTOR CERTIFICATE OF CONFORMANCE: THE CONTRACTOR CERTIFICATE OF CONFORMANCE SHALL INDICATE THAT THE WEAPONS ARE COLT'S COMMERCIAL MODELS R0777, R0977, AND R0645 (ALSO KNOWN AS AR6551) AND ARE MANUFACTURED IN ACCORDANCE WITH BEST COMMERCIAL PRACTICES. IN ADDITION, THE CONTRACTOR CERTIFICATE OF CONFORMANCE SHALL INDICATE THAT THE MAGAZINES ARE COLT'S COMMERCIAL MODELS SP62328 AND SP62103 AND ARE MANUFACTURED IN ACCORDANCE WITH BEST COMMERCIAL PRACTICES.

2. ACCEPTANCE OF ITEMS: THE GOVERNMENT QUALITY ASSURANCE REPRESENTATIVE (QAR) WILL SIGN OFF ON THE DD FORM 250, MATERIEL INSPECTION AND RECEIVING REPORT, FOR PAYMENT PURPOSES BY DFAS. THE QAR ONLY NEEDS TO VERIFY THAT THE CORRECT QUANTITIES AND ITEMS ARE BEING SHIPPED.

3. IMPLIED WARRANTY - THE CONTRACTOR WARRANTS THAT ALL THE SUPPLIES DELIVERED UNDER THIS CONTRACT WILL CONFORM TO MATERIAL, DESIGN, AND WORKMANSHIP REQUIREMENTS OF THE SUBJECT CONTRACT. EXCEPT FOR INSTANCES OF ABUSE OR NEGLIGENCE BY THE CUSTOMER, OR IN CASES WHERE THE PRODUCT IS USED FOR OTHER THAN ITS INTENDED USE, THE PRODUCT WILL BE REPAIRED OR REPLACED AT THE CONTRACTOR'S ELECTION, FOR A PERIOD OF 18 MONTHS FROM THE DATE OF THE LAST CONTRACT DELIVERY FOR DEFECTS IN MATERIALS, DESIGN, AND WORKMANSHIP, AT NO CHARGE TO THE GOVERNMENT. THIS WARRANTY IS VOIDED IN CASES OF ABUSE OR NEGLIGENCE, OR WHEN THE PRODUCT IS USED FOR OTHER THAN ITS INTENDED USE.

\*\*\* END OF NARRATIVE E001 \*\*\*

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MOD/AMD

**Name of Offeror or Contractor:** COLTS MANUFACTURING COMPANY INC

## DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.247-29	F.O.B. ORIGIN	JUN/1988
2	52.247-61	F.O.B. ORIGIN - MINIMUM SIZE OF SHIPMENTS	APR/1984
3	52.247-4531 ACALA	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)

ACCELERATED DELIVERY: ACCELERATED DELIVERY IS ACCEPTABLE AT NO ADDITIONAL COST TO THE GOVERNMENT.

\*\*\* END OF NARRATIVE F001 \*\*\*

**CONTINUATION SHEET**

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**MOD/AMD**

**Name of Offeror or Contractor:** COLTS MANUFACTURING COMPANY INC

CONTRACT ADMINISTRATION DATA

LINE	PRON/ ITEM	AMS CD	OBLG ACRN	STAT	ACCOUNTING CLASSIFICATION	JOB ORDER NUMBER	ACCOUNTING STATION	OBLIGATED AMOUNT
0001AA	W190977RM1		AA	2	19 XX01130000H 1069 943138 174140 5702 2581 5362		020522 \$	28,800.00
	3210167528							
0002AA	W190777RM1		AB	2	19 XX011300001069 957705 175520 5821 2693 5119		020522 \$	177,000.00
	3210167528							
0003AA	W190645RM1		AB	2	19 XX011300001069 957705 175520 5821 2693 5119		020522 \$	188,400.00
	3210167528							
0004AA	W1997R30M1		AA	2	19 XX01130000H 1069 943138 174140 5702 2581 5362		020522 \$	5,760.00
	3210167528							
0004AB	W1977R30M1		AB	2	19 XX011300001069 957705 175520 5821 2693 5119		020522 \$	10,500.00
	3210167528							
0004AC	W1945R30M1		AB	2	19 XX011300001069 957705 175520 5821 2693 5119		020522 \$	11,000.00
	3210167528							
0005AA	W1945R20M1		AB	2	19 XX011300001069 957705 175520 5821 2693 5119		020522 \$	7,000.00
	3210167528							
0005AB	W1977R20M1		AB	2	19 XX011300001069 957705 175520 5821 2693 5119		020522 \$	7,000.00
	3210167528							
							TOTAL	\$ 435,460.00

SERVICE NAME	TOTAL BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	OBLIGATED AMOUNT
	AA	19 XX01130000H 1069 943138 174140 5702 2581 5362	020522	\$ 34,560.00
	AB	19 XX011300001069 957705 175520 5821 2693 5119	020522	\$ 400,900.00
			TOTAL	\$ 435,460.00

Regulatory Cite	Title	Date
1 52.232-4500 ACALA	CONTRACT PAYMENT INSTRUCTIONS	AUG/1997

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

(End of clause)

(GS7016)

2	52.232-4503 ACALA	CONTRACTOR'S REMITTANCE ADDRESS	AUG/1994
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Offerors are requested to indicate below the address to which payment should be mailed, if such address is different from that shown for the Offeror on the face of this Solicitation.

Name \_\_\_\_\_

Address \_\_\_\_\_

City & State \_\_\_\_\_

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAE20-99-C-0059 <b>MOD/AMD</b>	<b>Page 13 of 30</b>
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**Name of Offeror or Contractor:** COLTS MANUFACTURING COMPANY INC

(Do not include any bank account information. If necessary, please submit this information under separate cover.)

(End of Clause)

(GS7015)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAE20-99-C-0059 <b>MOD/AMD</b>	<b>Page 14 of 30</b>
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**Name of Offeror or Contractor:** COLTS MANUFACTURING COMPANY INC

SPECIAL CONTRACT REQUIREMENTS

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1 52.246-4500 ACALA	MATERIAL INSPECTION AND RECEIVING REPORTS (DD FORM 250)	MAR/1988

Material Inspection and Receiving Report (DD Form 250), required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report', will be distributed by the Contractor in accordance with DOD FAR Supplement Appendix F, Part 4.

Send copies to:

1. Purchasing Office

Director  
Armament and Chemical Acquisition and Logistics Activity  
ATTN: AMSTA-AC-PCR-C/MS. ADDY TKATCH  
Rock Island, IL 61299-7630

2. FMS/MAP copies: N/A

(End of clause)

(HS6502)

2 52.239-4500 ACALA	YEAR 2000 (Y2K) COMPLIANCE	NOV/1998
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a. In the event that this contract calls for the delivery of any data processing hardware, software and/or firmware (to be referred to as information technology), such deliverables shall be required to perform accurate date/time processing involving dates subsequent to December 31, 1999. The information technology shall be Year 2000 compliant upon delivery.

b. Definition. Year 2000 compliant means information technology that accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations. Furthermore, year 2000 compliant information technology, when used in combination with other information technology properly exchanges date/time data with it.

(End of clause)

(HS7506)

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**Name of Offeror or Contractor:** COLTS MANUFACTURING COMPANY INC

## CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.212-4	CONTRACT TERMS AND CONDITIONS- COMMERCIAL ITEMS	MAY/1999
2	52.215-14	INTEGRITY OF UNIT PRICES - ALTERNATE I	OCT/1997
3	52.242-10	F.O.B. ORIGIN - GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE	APR/1984
4	252.204-7004 DFARS	REQUIRED CENTRAL CONTRACTOR REGISTRATION	MAR/1998
5	252.225-7016 DFARS	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	AUG/1998
6	252.242-7003 DFARS	APPLICATION FOR U.S. GOVERNMENT SHIPPING	DEC/1991
7	52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS	MAY/1999

(a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755); and

(2) 52.233-3, Protest After Award (31 U.S.C. 3553 and 40 U.S.C. 759).

(b) The Contractor agrees to comply with the FAR and FIRMR clauses in this paragraph (b) which 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 or components:

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

(2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).

(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).

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

(ii.) Alternate I to 52.219-5.

(iii.) Alternate II to 52.219-5.

(5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637(d)(2) and (3));

(6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4));

(7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

(8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (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 of 52.219-23

(9) 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (Pub. L. 103-355,section 7102, and 10 U.S.C.2323).

(10) 52,219-26, Small Disadvantaged Business Participation Program - Incentive Subcontracting (Pub.L.103-355, section 7102, and 10 U.S.C.2323).

(11) 52.222-21, Prohibition of Segregated Facilities (Feb 99).

(12) 52.222-26, Equal Opportunity (E.O. 11246).

(13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

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**Name of Offeror or Contractor:** COLTS MANUFACTURING COMPANY INC

(14) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).

(15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38.U.S.C. 4212).

(16) 52.225-3, Buy American Act - Supplies (41 U.S.C. 10).

(17) 52.225-9, Buy American Act - Trade Agreements Act - Balance of Payments Program (41 U.S.C. 10, 19 U.S.C. 2501-2582).

(18) Reserved.

(19) 52.225-18, European Union Sanctions for End Products (E.O. 12849).

(20) 52.225-19, European Union Sanctions for Services (E.O. 12849).

(21)(i) 52.225-21, Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program (41 U.S.C. 10, Pub. L. 103-187).

(ii) Alternate I of 52.225-21.

(22) 52.232-33, Payment by Electronic Funds Transfer - Central Contractor Registration (31 U.S.C. 3332).

(23) 52.232-34, Payment by Electronic Funds - Other than Central Contractor Registration (31 U.S.C. 3332).

(24) 52.232-36, Payment by Third Party (31 U.S.C.3332).

(25) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

(26) 201-39.5202-3, Procurement Authority (FIRM).

(This acquisition is being conducted under -1- delegation of GSA's exclusive procurement authority for FIP resources. The specific GSA DPA case number is -2-).

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

(1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et seq.).

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

(4) 52.222-44, Fair Labor Standards and Service Contract Act - Price Adjustment (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 Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor agrees to 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.

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(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) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components-

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era Veterans (38 U.S.C. 2012(a));

and

(3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).

(4) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(End of clause)

(IF6260)

8            52.217-6            EVALUATED OPTION FOR INCREASED QUANTITY            MAR/1990

a. This solicitation includes an evaluated option (See Section M).

b. The Government reserves the right to increase the quantity of item(s) CLIN 0004 by a quantity of up to and including but not exceeding 45 EACH as an evaluated option at the price(s) quoted below.

c. If the Contractor does not quote a price hereunder, the lowest price offered/bid in the Schedule for item(s) CLIN 0004 shall be the price used for evaluation/award of any option quantities. All evaluation factors identified in the solicitation, except F.O.B. origin transportation costs, will be applied to the option quantity for evaluation purposes.

d. The Contracting Officer may exercise the evaluated option at any time preceding THE FINAL SHIPMENT CONTAINED IN THE CONTRACT by giving written notice to the Contractor.

e. Delivery of the items added by exercise of this option shall continue immediately after, and at the same rate as delivery of like items called for under the contract, unless the parties agree otherwise.

f. Subject to the limitations contained in this clause, the Government may exercise this option on one or more occasions.

g. Offered Unit Prices for the Option Quantities are:

Unit Price

Evaluated Option  
(F.O.B. Origin)            \$10.00 \_\_\_\_\_ CLIN 0004 (COLT COMMERCIAL 30 ROUND MAGAZINE, P/N:  
SP62328)

Varying prices may be offered for the option quantities actually ordered and the dates when ordered. In as much as the unit price for the basic quantity may contain starting, load, testing, tooling, transportation or other costs not applicable to option quantities, offerors are requested to take these factors into consideration while setting forth the unit price(s) for the option quantities. The option price is expected (but not required) to be lower than the unit price for the initial quantity.

(End of Clause)

(IF6080)

9            252.212-7001            CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR            JAN/1999  
DFARS            EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL  
ITEMS

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**Name of Offeror or Contractor:** COLTS MANUFACTURING COMPANY INC

(a) The Contractor agrees to comply with the Defense Federal Acquisition Regulation Supplement (DFARS) clause 252.247-7023, Transportation of Supplies by Sea, which is included in this contract by reference to implement 10 U.S.C. 2631.

(b) The Contractor agrees to comply with any clause that is checked in the following list of DFARS 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 (10 U.S.C. 2416).

252.206-7000 Domestic Source Restriction (10 U.S.C. 2304).

252.219-7003 Small Business and Small Disadvantaged Business Subcontracting Plan (DoD Contracts) (15 U.S.C. 637).

X  252.225-7001 Buy American Act and Balance of Payments Program (41 U.S.C. 10a-10d, E.O. 10582).

252.225-7007 Buy American Act--Trade Agreements--Balance of Payments Program ( Alternate I) (41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note).

X  252.225-7012 Preference for Certain Domestic Commodities.

252.225-7014 Preference for Domestic Speciality Metals (10 U.S.C. 2241 note).

252.225-7015 Preference for Domestic Hand or Measuring Tools (10 U.S.C. 2241 note).

252.225-7021 Trade Agreements ( Alternate I) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (22 U.S.C. 2779)

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

252.225-7029 Restriction on Acquisition of Air Circuit Breakers (10 U.S.C. 2534(a)(3)).

252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program ( Alternate I) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

252.227-7015 Technical Data - Commercial Items (10 U.S.C. 2320).

252.227-7037 Validation of Restrictive Markings on Technical Data (10 U.S.C. 2321).

252.243-7002 Certification of Requests for Equitable Adjustment

X  252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (b) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items clause of this contract, the Contractor shall include the terms of the following clause, 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 (10 U.S.C. 2241 note).

(End of clause)

(IA6720)

10

52.242-12

REPORT OF SHIPMENT (RESHIP)

JUL/1995

Unless otherwise directed by the Contracting Officer, the Contractor shall send a prepaid notice of shipment to the consignee transportation officer for all shipments of classified material, protected sensitive, and protected controlled material; explosives and poisons, classes A and B; radioactive materials requiring the use of a III bar label; or when a truckload/carload shipment of supplies weighing 20,000 pounds or more, or a shipment of less weight that occupies the full visible capacity of a railway car or motor vehicle, is given to any carrier (common, contract or private) for transportation to a domestic (i.e., within the United States excluding Alaska or Hawaii, or if shipment originates in Alaska or Hawaii within Alaska or Hawaii, respectively) destination (other than a port for export). The notice shall be transmitted by rapid means to be

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received by the consignee transportation officer at least 24 hours before the arrival of the shipment. The Government bill of lading, commercial bill of lading or letter or other document that contains all of the following shall be addressed and sent promptly to the receiving transportation officer. This document shall be prominently identified by the Contractor as being a 'Report of Shipment' or 'RESHIP FOR T.O.'

## Message Example:

REPSHIP FOR T.O. 81 JUN 01

TRANSPORTATION OFFICER

DEFENSE DEPOT, MEMPHIS, TENN.

SHIPPED YOUR DEPOT 1981 JUN 1 540 CTNS MENS COTTON TROUSERS, 30,240 LB, 1728 CUBE, VIA XX-YY\*

IN CAR NO.XX 123456\*\*-GBL\*\*\*-C98000031\*\*\*\*CONTRACT DLA...ETA\*\*\*-JUNE 5 JONES &amp; CO., JERSEY CITY, N.J.

\*Name of rail carrier, trucker, or other carrier.

\*\*Vehicle identification.

\*\*\*Government bill of lading.

\*\*\*\*If not shipped by GBL, identify lading document and state whether by paid by contractor.

\*\*\*\*\*Estimated time of arrival.

(End of Clause)

(IF7221)

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## LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Attachment 001	DID, SMALL ARMS SERIALIZATION PROGRAM (SASP) TRANSACTION CARD	24-JUL-91	003	
Attachment 002	SFLLL		003	
Attachment 003	IOC FORM 715-3, FEB 96		002	
Exhibit A	DD FORM 1423, CONTRACT DATA REQUIREMENTS LIST	20-MAY-99	001	

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**Name of Offeror or Contractor:** COLTS MANUFACTURING COMPANY INC

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	JUN/1999
2	52.203-2	CERTIFICATE OF INDEPENDENT PRICE DETERMINATION	APR/1985

(a) The offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not knowingly be disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraph (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above \_\_\_\_\_ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraph (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of Provision)

(KF7005)

3	52.212-3	OFFERORS REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS - ALTERNATE I, II & III	JUN/1999
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(a) Definitions. As used in this provision: Emerging Small Business means a small business concern whose size is no greater than 50 percent of the numerical size standard for the standard industrial classification code designated.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Women-owned small business concern means a small business concern -

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

Women-owned business concern means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock of which is owned by one or more women; and whose management and daily

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business operations are controlled by one or more women.

(b) Taxpayer identification number (TIN) (26 U.S.C. 6109, 31 u.s.c. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

TIN: \_\_\_\_\_

\_\_\_\_ TIN has been applied for.

\_\_\_\_ TIN is not required because:

\_\_\_\_ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

\_\_\_\_ Offeror is an agency or instrumentality of a foreign government;

\_\_\_\_ Offeror is an agency or instrumentality of the Federal Government;

(4) Type of Organization.

\_\_\_\_ Sole proprietorship

\_\_\_\_ Partnership

\_\_\_\_ Corporate entity (not tax-exempt);

\_\_\_\_ Corporate entity (tax-exempt);

\_\_\_\_ Government entity (Federal, State, or local);

\_\_\_\_ Foreign government;

\_\_\_\_ International organization per 26 CFR 1.6049-4;

\_\_\_\_ Other \_\_\_\_\_

(5) Common Parent.

\_\_\_\_ Offeror is not owned or controlled by a common parent.

\_\_\_\_ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) Small business concern. The offeror represents, for general statistical purposes, that it

\_\_\_\_ is,

\_\_\_\_ is not

a small business concern.

(2) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision). The offeror represents, for general statistical purposes, that it

\_\_\_\_ is

\_\_\_\_ is not

a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it

\_\_\_\_ is

\_\_\_\_ is not

a women-owned small business concern.

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Note: Complete paragraphs (c)(4) and (c)(5) only if this solicitation is expected to exceed the simplified acquisition threshold.

(4) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it

\_\_\_ is  
\_\_\_ is not

a women-owned business concern.

(5) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(6) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it

\_\_\_ is  
\_\_\_ is not

an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents and certifies as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts) (Check one of the following):

<u>Number of Employees</u>	<u>Average Annual Gross Revenues</u>
___ 50 or fewer	___ \$1 million or less
___ 51-100	___ \$1,000,001-\$2 million
___ 101-250	___ \$2,000,001-\$3.5 million
___ 251-500	___ \$3,500,001-\$5 million
___ 501-750	___ \$5,000,001-\$10 million
___ 751-1,000	___ \$10,000,001-\$17 million
___ Over 1,000	___ Over \$17 million

(7) (Complete only if the solicitation contains the clauses at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small disadvantaged Business Participation Program - Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.).

(i) General. The offeror represents that either -

(A) It  
\_\_\_ is  
\_\_\_ is not

certified by the Small Business Administration as a small disadvantaged business concern and is listed, on the date of this representation, on the register of small disadvantaged business concern maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It  
\_\_\_ has  
\_\_\_ has not

submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

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(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraphs (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]

(iii) Address. The offeror represents that its address \_\_\_\_\_ is \_\_\_\_\_ is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at http://www.arnet.gov/References/sdbadjustments.htm. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

(8) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(2) or (c)(7) of this provision.) [The offeror shall check the category in which its ownership falls]:

- \_\_\_\_\_ Black American
\_\_\_\_\_ Hispanic American
\_\_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or native Hawaiians).
\_\_\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic or Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
\_\_\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
\_\_\_\_\_ Individual/concern, other than one of the preceding.

(9) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that -

(i) it \_\_\_\_\_ is \_\_\_\_\_ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) it \_\_\_\_\_ is \_\_\_\_\_ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representations in paragraph (c)(9)(i) of this provision is accurate for the HUBZone small business concern, or concerns that are participating in the joint venture. [The offeror shall enter the name or name of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246-

(1) Previous Contracts and Compliance. The offeror represents that-

(i) It \_\_\_\_\_ has,

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\_\_\_\_\_ has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order 10925, or the clause contained in Section 201 of Executive Order 114; and

- (ii) It \_\_\_\_\_ has,
- \_\_\_\_\_ has not,

filed all required compliance reports.

(2) Affirmative Action Compliance. The Offeror represents that-

- (i) It \_\_\_\_\_ has developed and has on file,
- \_\_\_\_\_ has not developed and does not have on file,

at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

- (ii) It \_\_\_\_\_ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act - Trade Agreements - Balance of Payments Program Certificate. (Applies only if FAR clause 52.225-9, Buy American Act - Trade Agreement - Balance of Payments Program, is included in this solicitation.)

(1) The offeror hereby certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product (as defined in the clause entitled "Buy American Act - Trade Agreements - Balance of Payments Program" and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States, a designated country, a North American Free Trade Agreement (NAFTA) country, or a Caribbean Basin country, as defined in section 25.401 of the Federal Acquisition Regulation.

(2) Excluded End Products:

Line Item No.	Country of Origin
---------------	-------------------

(List as necessary)

(3) Offers will be evaluated by giving certain preferences to domestic end products, designated country end products, NAFTA country end products, and Caribbean Basin country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (f)(2) of this provision, offerors must identify and certify below those excluded end products that are designated or NAFTA country end products, or Caribbean Basin country end products. Products that are not identified and certified below will not be deemed designated country end products, NAFTA country end products, or Caribbean Basin country end products. Offerors must certify by inserting the applicable line item numbers in the following:

(i) The offeror certifies that the following supplies qualify as "designated or NAFTA country end products" as those terms are defined in the clause entitled "Buy American Act - Trade Agreements - Balance of Payments Program":

(Insert line item numbers)

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(ii) The offeror certifies that the following supplies qualify as "Caribbean Basin country end products" as that term is defined in the clause entitled "Buy American Act - Trade Agreements - Balance of Payments Program":

(Insert line item numbers)

(4) Offers will be evaluated in accordance with FAR Part 25.

(g) (1) Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program Certificate. (Applies only if FAR clause 52.225-21, Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program, is included in this solicitation.)

(i) Each end product being offered, except those listed in paragraph (g)(1)(ii) of this provision, is a domestic end product (as defined in the clause entitled Buy American Act - North American Free Trade Agreement Implementation Act-Balance of Payments Program. Components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States.

(ii) Excluded End Products:

Line Item No.	Country of Origin
---------------	-------------------

(List as necessary)

(iii) Offers will be evaluated by giving certain preferences to domestic end products or NAFTA country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (g)(1)(ii) of this provision, offerors must identify below those excluded end products that are NAFTA country end products. Products that are not identified below will not be deemed NAFTA country end products. The following supplies qualify as "NAFTA country end products" as that term is defined in the clause entitled "Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program":

(Insert line item numbers)

(iv) Offers will be evaluated in accordance with Part 25 of the Federal Acquisition Regulation. In addition, if this solicitation is for supplies for use outside the United States, an evaluation factor of 50 percent will be applied to offers of end products that are not domestic or NAFTA country end products.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that-

(1) The offeror and/or any of its principals  
 \_\_\_\_\_are,  
 \_\_\_\_\_are not

presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) \_\_\_\_\_Have,  
 \_\_\_\_\_Have not,

within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax

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evasion, or receiving stolen property; and

\_\_\_\_are,

\_\_\_\_are not

presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(End of provision)

(KF7059)

4 52.223-1 CLEAN AIR AND WATER CERTIFICATION APR/1984

The Offeror certifies that -

(a) Any facility to be used in the performance of this proposed contract

is ( ),

is not ( )

listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

(End of Provision)

(KF7021)

5 252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS NOV/1995  
DFARS(a) Definitions. As used in this clause-(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App.Sec. 2415).(2) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.(b) Certification. By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it-

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App, Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.(2) Representation. The offeror represents that it-

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\_\_\_\_ Does anticipate that supplies will be transported by sea ion the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_ Does not anticipate that supplies will be transported by sea in the performance of any contract of subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

(KA7002)

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## INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	252.204-7001 DFARS	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE	DEC/1991
2	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE	SEP/1990

Any contract awarded as a result of this solicitation will be a DOA5 rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS)(15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(LP6014)

3	52.216-1	TYPE OF CONTRACT	APR/1984
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The Government contemplates award of a FIRM FIXED PRICE contract resulting from this solicitation.  
(LP6008)

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## EVALUATION FACTORS FOR AWARD

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.247-50	NO EVALUATION OF TRANSPORTATION COSTS	APR/1984
2	52.217-5	EVALUATION OF OPTIONS	JUL/1990

a. The Government will evaluate offers for award purposes by adding the total price for the evaluated option to the total price for the basic requirement. All evaluation factors identified in the solicitation, except F.O.B. origin transportation costs, will be applied to the option quantity for evaluation purposes. Evaluation of options will not obligate the Government to exercise the option(s).

b. If varying prices, depending on the quantities actually ordered and the dates when ordered, are submitted for the evaluated option, the Government will evaluate the total evaluated option quantity by using the highest option price offered.

c. If an offeror takes exception to the evaluated option, the Government may reject that offer as nonresponsive/unacceptable.

(End of Provision)

(MF7009)