

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b>				<b>1. Requisition Number</b> SEE SCHEDULE		<b>Page</b> 1 <b>Of</b> 8	
<b>Offeror To Complete Block 12, 17, 23, 24, &amp; 30</b>							
<b>2. Contract No.</b> DAAE20-99-P-0246		<b>3. Award/Effective Date</b> 1999JUN16		<b>4. Order Number</b>		<b>5. Solicitation Number</b>	
<b>7. For Solicitation Information Call:</b>		<b>A. Name</b> CEAN HARTLEBEN		<b>B. Telephone Number (No Collect Calls)</b> (309) 782-3429		<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"/> <b>Unrestricted</b> <input type="checkbox"/> <b>Set Aside:</b> % For <input type="checkbox"/> <b>Small Business</b> <input type="checkbox"/> <b>Small Disadv Business</b> <input type="checkbox"/> <b>8(A)</b> <b>SIC:</b> 3484 <b>Size Standard:</b>		<b>11. Delivery For FOB Destination Unless Block Is Marked</b> <input checked="" type="checkbox"/> <b>See Schedule</b>	
<b>e-mail:</b> HARTLEBENC@RIA.ARMY.MIL						<b>12. Discount Terms</b> .5% 10 NET 30 DAYS	
<b>15. Deliver To</b> EMBASSY OF LEBANON C/O AMBROSIO SHIPPING COMPANY 1400 CAVALIER BLVD CHESAPEAKE VA 23323-1602		<b>Code</b> BLE002		<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"/> <b>See Addendum</b>					
<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)					FMS REQUIREMENT
<b>25. Accounting And Appropriation Data</b> ACRN: AA 9711 X8242LE01X6V6V01JAK 001252GLES11116 W52H09					<b>26. Total Award Amount (For Govt. Use Only)</b> \$27,000.00		
<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"/> <b>Are</b> <input type="checkbox"/> <b>Are Not Attached.</b>		
<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"/> <b>Are</b> <input type="checkbox"/> <b>Are Not Attached.</b>		
<b>28. Contractor Is Required To Sign This Document And Return _____ Copies</b> <input type="checkbox"/> <b>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</b> <input type="checkbox"/> <b>Dated _____.</b> Your Offer On Solicitation (Block 5) Including Any Additions Or Changes Which Are Set Forth Herein Is Accepted As To Items:		
<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"/> <b>Received</b> <input type="checkbox"/> <b>Inspected</b> <input type="checkbox"/> <b>Accepted And Conforms To The Contract Except As Noted</b>				<b>33. Ship Number</b> <input type="checkbox"/> <b>Partial</b> <input type="checkbox"/> <b>Final</b>		<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"/> <b>Complete</b> <input type="checkbox"/> <b>Partial</b> <input type="checkbox"/> <b>Final</b>		<b>37. Check Number</b>	
				<b>38. S/R Account Number</b>	<b>39. S/R Voucher Number</b>	<b>40. Paid By</b>	
<b>41a. I Certify This Account Is Correct And Proper For Payment</b>				<b>42a. Received By (Print)</b>			
<b>41b. Signature And Title Of Certifying Officer</b>		<b>41c. Date</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 8****PIIN/SIIN** DAAE20-99-P-0246**MOD/AMD****Name of Offeror or Contractor:** COLTS MANUFACTURING COMPANY INC

## SUPPLEMENTAL INFORMATION

ITEM: COLT R0801 (M203) GRENADE LAUNCHER (COMMERCIAL)

COLTS MANUFACTURING COMPANY INC. REMITTANCE ADDRESS IS:

BANK OF BOSTON/CMCI  
PO BOX 340014  
BOSTON, MASSACHUSETTS 02241-340014CERTIFICATIONS/REPRESENTATIONS WERE UTILIZED FROM THE PREVIOUS PROCUREMENT FOR THIS M203 COMMERCIAL GRENADE LAUNCHER  
(DAAE20-98-C-0080).

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

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN DAAE20-99-P-0246 MOD/AMD

Name of Offeror or Contractor: COLTS MANUFACTURING COMPANY INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																						
0001	SUPPLIES OR SERVICES AND PRICES/COSTS  <u>Supplies or Services and Prices/Costs</u>																										
0001AA	<u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE</u>  NSN: 1000-00-000-0000 NOUN: LAUNCHER, GRENADE, 40MM COLT SECURITY CLASS: Unclassified PRON: J59A1B38M1 PRON AMD: 01 ACRN: AA AMS CD: JAK001 FMS CASE IDENTIFIER: LE JAK  <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: O LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial  <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>BLEA8591109001</td> <td>BZ2JAK</td> <td>L</td> <td>BLEA00</td> <td>2</td> </tr> </table> <table border="0"> <tr> <td><u>PROJ CD</u></td> <td><u>BRK BLK PT</u></td> </tr> <tr> <td></td> <td>BLE002</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>30</td> <td>31-JUL-1999</td> </tr> </table> FOB POINT: Origin  SHIP TO: <u>Contact DCMC for shipping instructions</u>  MARK FOR: LEBANESE ARMY HEADQUARTERS BEIRUT LEBANON  <u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE20-99-P-0246/0000	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	BLEA8591109001	BZ2JAK	L	BLEA00	2	<u>PROJ CD</u>	<u>BRK BLK PT</u>		BLE002	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>	001	30	31-JUL-1999	30	EA	\$ 900.00000	\$ 27,000.00
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>																						
001	BLEA8591109001	BZ2JAK	L	BLEA00	2																						
<u>PROJ CD</u>	<u>BRK BLK PT</u>																										
	BLE002																										
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>																									
001	30	31-JUL-1999																									

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

**PIIN/SIIN** DAAE20-99-P-0246

**MOD/AMD**

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

CONTRACT ADMINISTRATION DATA

LINE	PRON/	OBLG	JOB	ACCOUNTING	OBLIGATED
<u>ITEM</u>	<u>AMS CD</u>	<u>ACRN STAT</u>	<u>ORDER</u>	<u>STATION</u>	<u>AMOUNT</u>
0001AA	J59A1B38M1	AA 2	9711 X8242LE01X6V6V01JAK 001252GLES11116	99BB38 W52H09	\$ 27,000.00
JAK001					
					TOTAL \$ 27,000.00

SERVICE	ACCOUNTING	OBLIGATED
<u>NAME</u>	<u>STATION</u>	<u>AMOUNT</u>
Army	W52H09	\$ 27,000.00
TOTAL		\$ 27,000.00

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

Page 5 of 8

PIIN/SIIN DAAE20-99-P-0246

MOD/AMD

**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	52.212-5	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).

(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).

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

Page 6 of 8

PIIN/SIIN DAAE20-99-P-0246

MOD/AMD

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

\_\_\_\_(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 (FIRMR).

(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.

(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-

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

Page 7 of 8

PIIN/SIIN DAAE20-99-P-0246

MOD/AMD

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

(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).

x (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)

3	252.212-7001 DFARS	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS	JAN/1999
---	-----------------------	---	----------

(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). 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). 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 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

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAE20-99-P-0246 <b>MOD/AMD</b>	<b>Page 8 of 8</b>
---------------------------	--	--------------------

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

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)