

AWARD/CONTRACT	J	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING DOA5	PAGE OF 1	PAGES 21
	2. CONTRACT (Proc. Inst. Ident.) NO. SP0740-04-C-4400	3. EFFECTIVE DATE 2003 OCT 15	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. FPC03160000510		

5. ISSUED BY Defense Supply Center Columbus 3990 E. Broad St. P.O. Box 16704 Columbus, OH 43216-5010 Local Administrator: PAABCAC (614) 592-7512 /FAX: (614)692-5269 E-mail: Dorinda.Conner@dla.mil	6. ADMINISTERED BY (If other than Item 5) S4601A DCMA GENERAL DYNAMICS DEFENSE SYST 128 LAKESIDE AVE BURLINGTON VT 05401-4985
7. NAME AND ADDRESS OF CONTRACTOR (No street, city, county, State and ZIP Code) GENERAL DYNAMICS ARMA TECHNICAL PRODUCTS INC. 128 LAKESIDE AVENUE BURLINGTON VT 05401-4985	8. DELIVERY <input checked="" type="checkbox"/> FOB ORIGIN <input type="checkbox"/> OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT NET 30 days	10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: 12
11. SHIP TO/MARK FOR See Schedule - Do Not Ship to Address in Block 5	12. PAYMENT WILL BE MADE BY HQ0337 DFAS COLUMBUS CENTER NORTH ENTITLEMENT OPERATIONS P O BOX 182266 COLUMBUS OH 43218-2266 EFT: T

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input checked="" type="checkbox"/> 10 USC 2304(e) (1) <input type="checkbox"/> 41 USC 253(c) ()	14. ACCOUNTING AND APPROPRIATION DATA CG: 97X4930 5CC0 001 26.0 S33150
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15A. ITEM NO.	15B. APPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	See Schedule				
15G. TOTAL AMOUNT OF CONTRACT					\$431760.00

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
<input checked="" type="checkbox"/>	A	SOLICITATION/CONTRACT FOR	1	<input checked="" type="checkbox"/>	I	CONTRACT CLAUSES	8
<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COST	7	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/SPECS./WORK STATEMENT		<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	8
<input checked="" type="checkbox"/>	D	PACKAGING AND MARKING	7	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
<input checked="" type="checkbox"/>	E	INSPECTION AND ACCEPTANCE	7		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
<input checked="" type="checkbox"/>	F	DELIVERIES OR PERFORMANCE	7		L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
	G	CONTRACT ADMINISTRATION			M	EVALUATION FACTORS FOR AWARD	
	H	SPECIAL CONTRACT REQUIREMENTS					

17. <input type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitations, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input checked="" type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number SP074003R6067 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary. (and amendments 0001)
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19A. NAME AND TITLE OF SIGNER (Type or print) BY	20A. NAME OF CONTRACTING OFFICER RICHARD FURCHNER
19B. NAME OF CONTRACTOR	20B. UNITED STATES OF AMERICA BY
19C. DATE SIGNED	20C. DATE SIGNED 10/15/03

Manufacture Facilities:

GENERAL DYNAMICS ARMAMENT SYSTEMS
INC
291 NORTH STREET
SACO ME 04072

PLEASE NOTE THE FOLLOWING:

1. A QUANTITY OF 300 EACH (100 PER BOX) NSN 1305-01-288-498-A692* AND 300 EACH (100) PER BOX NSN 1305-01-116-3930-A892 CARTRIDGES, 20 MM WILL BE PROVIDED AS GOVERNMENT FURNISHED PROPERTY/MATERIAL WITHIN 90 DAYS ** AFTER DATE OF AWARD FOR THE PRODUCTION OF NSN 1005-01-351-6856. THE SHIPPING POINT IS ROCK ISLAND B14

GOVERNMENT FURNISHED PROPERTY CLAUSE (52.245-2) APPLIES.

CONTRACTOR MUST ALSO COMPLY WITH DOD 5100.76M DATED SEPTEMBER 1999 (PHYSICAL SECURITY OF SENSITIVE CONVENTIONAL ARMS, AMMUNITION AND EXPLOSIVES). (SEE CLAUSE I_135)

* NSN 1305-01-288-4978 IS NO LONGER BEING PRODUCED AND WILL NOT BE PROVIDED AS STATED ABOVE. AN ALTERNATE CARTRIDGE HAS BEEN PROVIDED TO GDATP TO COVER APPROXIMATELY THREE YEARS OF PROCUREMENT. CONSEQUENTLY, AND IN ACCORDANCE WITH THE CONTRACT QUANTITY, GDATP IS AUTHORIZED TO TRANSFER TO THE CURRENT CONTRACT A QUANTITY OF 240 EACH OF THE SUBSTITUTE CARTRIDGE TO TEST 240 BARRELS PLUS 10% (TOTAL OF 264 CARTRIDGES EACH).

** DUE TO UNCERTAIN DEMANDS RELATIVE TO THE PRESENT WAR EFFORT THE 90 DAY DELIVERY CITED ABOVE MAY BE SUBJECT TO UNANTICIPATED DELAYS (SEE CLAUSE F_01 FAR 52.242.17 "GOVERNMENT DELAY OF WORK")

2. REQUEST FOR RENT FREE USE OF FACILITIES UNDER CONTRACT DAAAA09-94-0003 HAS BEEN AUTHORIZED PURSUANT TO THE CONDITIONS OUTLINED IN ENCLOSURE #1. (SEE CLAUSE I_81)

SECTION B

PR: FPC0316000510
NSN: 1005-01-351-6856

ITEM DESCRIPTION:

BARREL, AUTOMATIC GUN.
MODEL M61A2, 2 MM.
EXCEPTION: GOVERNMENT FURNISHED PROPERTY P/N
6264393 NSN 13 5-01-288-4978 (A692) AND P/N
9344280, NSN 1 05-01-116-3930 (A892).

DLAD CLAUSE 52 246-9004, PRODUCT VERIFICATION
TESTING, IS HEREBY INCORPORATED, AND MAY BE
INVOKED AT THE DISCRETION OF THE PROCUREMENT
ACTIVITY.

THE INTERNATIONAL ORGANIZATION FOR
STANDARDIZATION (ISO) 9002 OR A "TAILORED"
PROGRAM MEETING THE FOLLOWING ISO 9002
PARAGRAPHS APPLIES:

4.5, DOCUMENT CONTROL: LIMITED TO INSPECTION
AND TESTING AS WELL AS APPLICABLE DRAWINGS,
SPECIFICATIONS AND INSTRUCTIONS REQUIRED BY
CONTRACT
4.6, PURCHASING: 4.6.1 AND LIMITED TO 4.6.2 A)
AND 4.6.4.2, ALL OTHER PARTS OF PARAGRAPH
ARE HEREBY DELETED
4.7, CUSTOMER-SUPPLIED PRODUCT:
4.8, PRODUCT IDENTIFICATION & TRACEABILITY:
4.10, INSPECTION & TESTING:
4.11, INSPECTION, MEASURING & TEST EQUIPMENT:
4.12, INSPECTION AND TEST STATUS:
4.13, CONTROL OF NONCONFORMING PRODUCT:
4.14, CORRECTIVE AND PREVENTIVE ACTION:
PARAGRAPH 4.14.3 APPLY TO PRODUCT ONLY
4.16, QUALITY RECORDS:
FAR CLAUSE 52.246-11 APPLIES

CRITICAL APPLICATION ITEM

GENERAL DYNAMICS ARMAMENT AND (05606) P/N 12599987

CONTINUED ON NEXT PAGE

CONTINUATION SHEET

Contract Number:

SP0740-04-C-1400

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SECTION B

ITEM	PR	PRLI	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	FPC03160000510	0001	60	EA	\$1799.00000	\$107940.00

QTY VARIANCE: PLUS 0% MINUS 0%
 INSPECTION POINT: ORIGIN
 ACCEPTANCE POINT: ORIGIN

233 DAYS ADO

ITEM	PR	PRLI	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	FPC03160000510	0001	9	EA	\$1799.00000	\$16191.00

QTY VARIANCE: PLUS 0% MINUS 0%
 INSPECTION POINT: ORIGIN
 ACCEPTANCE POINT: ORIGIN

263 DAYS ADO

PREP FOR DELIVERY

PKGING DATA - MIL-STD-2073-1D, 15 DEC 1999

QUP = 001 PRES MTHD = 10: CLNG/DRY = 1: PRESV MAT = 00:
 WRAP MAT : XX: CUSH/DUNN MAT = XX: CUSH/DUNN THKNSS = X:
 UNIT CONT = E6: OPI = 0:
 PACK CODE = U:
 MARKING SHALL BE IN ACCORDANCE WITH MIL-STD-129.
 SPECIAL MARKING CODE: 00 - NO SPECIAL MARKING.
 PALLETIZATION SHALL BE IN ACCORDANCE WITH DC1636P001 REV E
 DATED 302

DOD BAR CODE MARKING REQUIRED IN ACCORDANCE WITH
 MIL-STD-129 (LATEST REVISION) MARKING AND BAR
 CODING IN ACCORDANCE WITH AIM BCL.

PARCEL POST ADDRESS:

SW3117
 DEF DIST DEPT NORFOLK VA
 RECEIVING OFFICER DDNV PR
 1968 GILBERT ST BLDG W143 DWY 9
 NORFOLK VA 23512-0001

CONTINUED ON NEXT PAGE

SECTION B

PR CONT'D
FREIGHT SHIPPING ADDRESS:

SW3117
DEF DIST DEPT NORFOLK VA
RECEIVING OFFICER DDNV PR
1968 GILBERT ST BLDG 135 DWY 10
NORFOLK VA 23512-0001

NON-MILSTRIP
PROJ

ITEM	PR	PRLI	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA	FPC03160000510	0002	15	EA	\$1799.00000	\$26985.00
QTY VARIANCE: PLUS 0% MINUS 0%						
INSPECTION POINT: ORIGIN						
ACCEPTANCE POINT: ORIGIN						

263 DAYS ADO

ITEM	PR	PRLI	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB	FPC03160000510	0002	60	EA	\$1799.00000	\$107940.00
QTY VARIANCE: PLUS 0% MINUS 0%						
INSPECTION POINT: ORIGIN						
ACCEPTANCE POINT: ORIGIN						

294 DAYS ADO

ITEM	PR	PRLI	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AC	FPC03160000510	0002	96	EA	\$1799.00000	\$172704.00
QTY VARIANCE: PLUS 0% MINUS 0%						
INSPECTION POINT: ORIGIN						
ACCEPTANCE POINT: ORIGIN						

325 DAYS ADO

PREP FOR DELIVERY

PKGING DATA - MIL-STD-2073-1D, 15 DEC 1999
MIL-STD-2073 PACKAGING DATA SAME AS PRIOR LINE

PARCEL POST ADDRESS:

CONTINUED ON NEXT PAGE

SECTION B

PR CONT'D
W62G2T
XU DEF DIST DEPOT SAN JOAQUIN
TRANSPORTATION OFFICER
PO BOX 96000
STOCKTON CA 95296-0130

FREIGHT SHIPPING ADDRESS:

W62G2T
XU DEF DIST DEPOT SAN JOAQUIN
25600 S CHRISTMAN ROAD
REC WHSE 10 PH 209 839 4307
TRACY CA 95376-5000

NON-MILSTRIP
PROJ

REMIT PAYMENT TO:
GENERAL DYNAMICS ARMAMENT AND
TECHNICAL PRODUCTS INC.
D-3051
P.O. BOX 36137
COLUMBUS OH 43236-1377

SECTION B

B03 - DSCC WEB SITE (DSCC 52.204-9 03) (OCT 2002)

The DSCC Master Solicitation is available on the Internet via the DSCC Web Site at <http://DIBBS.dsccl.dla.mil>
Also, the full text of FAR/DFARS clauses incorporated by reference may be accessed electronically at <http://www.dla.mil/j-3/j-336/icp.htm>

2 WALL STREET
MANCHESTER, NH 03101-1518

Applicable to CLIN(s): ALL

Applicable to CLIN(s):

SECTION D

D03 - PACKING LIST/INVOICE/SHIPPING DOCUMENTS (JUN 2000) (DSCC 52.211-9C17)

(a) A packing list, invoice, or shipping documents shall accompany or be included in ALL shipments.
(b) The document(s) shall include the following:
Complete MARK FOR including requisition (TCN) number; Order Number; CLIN; National Stock Number (NSN) or Part Number if NSN is not available; Quantity; Unit of Issue; and Preparation for Delivery requirements such as MIL-STD-2073 Coded Packaging, QUP, and Military Preservation Methods.
(c) In addition for all DIRECT SHIPMENTS to overseas AND domestic consignees, including shipments to Consolidation and Containerization, the documentation with complete MARK FOR INFORMATION is to be placed in a water-resistant envelope securely attached to the outside of the shipping container/ exterior pack. (This paragraph is not applicable to shipments to a Government Packing Facility)

Applicable to CLIN(s) -

PACKAGING

() Office Administering Order/Contract
Applicable to CLIN(s):

(X) Same as for Supplies
Applicable to CLIN(s) ALL

() Other

Applicable to CLIN(s) -

D07 - LABELS (JUL 2001) (DSCC 52.211-9C18)

DD Form 1387, Military Shipment Labels, are required for all overseas shipments to water or air terminals and Consolidation and Containerization Points and must be used in accordance with 4.3 of MIL-STD-129N. Although use of the DD Form 1387 is not required, it is preferred for shipments to CONUS locations as well. (Labels are not required for Parcel Post shipments to any destination.) A copy of the DD Form 1387 may be downloaded at www.dsccl.dla.mil/Orders/Packaging/Forms.html.

Applicable to CLIN(s) -

Applicable to CLIN(s) -

D08 - SHIPPER'S DECLARATION FOR DANGEROUS GOODS (MAR 2002) (DSCC 52.211-9C20)

Any item that contains dangerous material which by virtue of its properties is flammable, corrosive, radioactive, explosive, toxic, radioactive, unusually magnetic, or which contains oxidizing agents or is otherwise hazardous shall not be offered for transportation by military air until properly packed and marked in accordance with military publication Preparation of Hazardous Material for Military Air Shipment, AFM 24-204/TM 38-25 P4030.19H, DLAI 4145.3. A Shipper's Declaration for Dangerous Goods shall be prepared and affixed to each package in accordance with MIL-STD-129N and the military publication cited above.

SECTION F

F04 - POINT OF CONTACT FOR TRANSPORTATION INSTRUCTIONS (DSCC 52.247-9C04) (JAN 2003)

(a) DCMA Administered Orders: Contact the Transportation Officer at the administering DCMA location.

(b) DSCC Administered orders:

- (1) DSCC-OT, PO Box 3990, Columbus, OH 43216-5000
Telephone (614) 692-2175
Telephone (614) 692-7038 ('S9C' - Construction)
Telephone (614) 692-7039 ('S9E' - Electronics)
(COLLECT CALLS WILL NOT BE ACCEPTED)

(2) Shipping Instructions must be requested by completing the form found at Attachment 1 of the DSCC Master Solicitation. Requests may be made by facsimile to 614-692-3703/6905. A return fax number should be included in your request. The DSCC Master solicitation is located at: <http://DIBBS.dsccl.dla.mil/refs/provclauses/>.

D14 - PALLETIZATION REQUIREMENTS (JUL 2002) (DSCC 52.211-9C01)

Shipments of identical items packed in four or more shipping containers exceeding a total of 4 cubic feet per destination shall be palletized except when the shipping containers are required to be skidded or a quantity of four shipping containers per pallet exceeds the size or weight limitations for palletized loads. Complete information concerning requirements for palletization can be found at:

<http://www.dsccl.dla.mil/downloads/packaging/dc1636p001.doc>

F19 - TIME OF DELIVERY (DSCC 52.211-9C14) (MAR 2001)

The following Delivery Schedule applies to this award. See applicable TIME OF DELIVERY clause in Section F of the solicitation or see Amendment Number for additional information.

CLIN(s)	QUANTITY	DAYS
0001AA	60	233
0001AB	9	263
0002AA	15	263
0002AB	60	294
0002AC	96	325

Liquidated Damages () is (X) is not applicable.

CONTINUED ON NEXT PAGE

SECTION E

E03A - SECONDARY ADMINISTRATION INSPECTION/ACCEPTANCE AT ORIGIN WILL BE PERFORMED BY:

SUPPLIES

() Office Administering Order/Contract
Applicable to CLIN(s):

(x) Other

S3119A DCMA MANCHESTER

CONTINUATION SHEET

Contract Number:

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

F32 - F.O.B. - ORIGIN (FAR 52.247-9) (JUN 1988)

() (Same as Offeror)
 (X) Other (City and State):
 SACO, ME 04072

SECTION I

I04 - Y2K COMPLIANCE NOTICE (DLAD 52.239-9000) (JUN 2002)

I07 - PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION (FAR 52.241-33) (OCT 2003)

I11 - REQUIRED CENTRAL CONTRACTOR REGISTRATION (DFARS 252.204-7004) (NOV 2001)

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

I74 - SUBCONTRACTS FOR COMMERCIAL ITEMS (FAR 52.244-6) (APR 2003)

I80 - AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)

I81 - USE OF GOVERNMENT FACILITIES ON A NO CHARGE BASIS (DSCC 52.245-9C02) (JUN 1997)

(X) (a) The contractor is authorized to use, on a rent-free basis, in the performance of this contract, the Government-owned facilities provided under Contract No. DAAA09-94-E-0003

() (b) This contract is for an MS requirement. The contractor is authorized to use the Government-owned facilities provided under Contract No.

As rental for use thereof, the contractor must remit monthly the sum of \$ _____ to the ACO of the office designated for the administration of this contract.

SECTION J

J02 - LIST OF ENCLOSURES MADE A PART OF THIS CONTRACT:

E-MAIL/DEL'VY UPDATE	dtd 09/08/ 3	Encl #1
RENT FREE USE OF FAC	dtd 10/15/ 3	Encl #2
	dtd **/**/ *	Encl #
	dtd **/**/ *	Encl #
	dtd **/**/ *	Encl #
	dtd **/**/ *	Encl #
	dtd **/**/ *	Encl #

J03 - NOTICE TO CONTRACTORS AND DEFENSE FINANCE AND ACCOUNTING SERVICES (DFAS) -- Sections K, L, and M, will be deleted from any resulting award per FAR 15.204-1. Therefore, the page numbers indicated on the front of the award and on the last page of the Continuation Sheet will not reflect the actual number of pages in the award document.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 9 21
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 2003 SEP 17	4. REQUISITION/PURCHASE REQ. NO. FPC03160000510	5. PROJECT NO. (if applicable)
6. ISSUED BY Defense Supply Center Columbus 3990 East Broad St. P.O. Box 16704 Columbus, OH 43216-5910 Initiator: R. Furchner PAAAAAI (614)692-7923 / 1 E-mail: Richard.Furchner@da.mil	CODE SP0700	7. ADMINISTERED BY (if other than Item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code)		9A. AMENDMENT OF SOLICITATION NO. SP0740-03-R-6067	

GENERAL DYNAMICS
Armament and Technical Products, Inc.
128 Lakeside Avenue
Burlington, VT 05401-4985

CODE	FACILITY CODE	9B. DATED (SEE ITEM 11) 2003 SEP 29
THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS		10A. MODIFICATION OF CONTRACT/ORDER NO.
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:		10B. DATED (SEE ITEM 13)

(a) By completing Items 8 and 15, and return to the place designated for the receipt of offers; or (b) By separate letter or telegram to the place designated for the receipt of offers; or (c) By separate letter or telegram to the place designated for the receipt of offers, if by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this hour and date specified.

12. Accounting and Appropriation Data	(If required)
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, WHICH MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.	
(a) THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.	
(b) THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b).	
(c) THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:	
(d) OTHER (Specify type of modification and authority)	

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Return Amendment To:
Defense Supply Center Columbus
ATTN: ESCC-PAAA (Bid Open Room B136, Bldg. 20)
3990 E. Broad Street, P.O. Box 1653
Columbus, OH 43216-5809

NSN: 1005-01-351-4854
Previous Opening/Closing Date: 03 OCT 12
Extended to: 2003 OCT 14 Time: 1:00 p.m. Eastern Standard Time

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) James E. Reed Contract Manager	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) RICHARD FURCHNER
15B. CONTRACTOR/OFFEROR <i>James E. Reed</i> (Signature of person authorized to sign)	15C. DATE SIGNED 10-7-03
16B. UNITED STATES OF AMERICA BY <i>Richard Furchner</i> (Signature of Contracting Officer)	16C. DATE SIGNED 9/17/03

NSN 7540-01-152-9070
PREVIOUS EDITION UNUSABLE

SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) → RATING **DOA1** PAGE OF PAGES **10 21**

2. CONTRACT NO. SOLICITATION NO. **SP0740-03-R-6067**

4. TYPE OF SOLICITATION
 SEALED BID (IFB)
 NEGOTIATED (RFP)

5. DATE ISSUED **2003 SEP 29**

6. REQUISITION/PURCHASE NO. **FPC03160000510**

7. ISSUED BY
 Defense Supply Center Columbus
 3990 E. Broad St.
 P.O. Box 16784
 Columbus, OH 43216-5010

8. ADDRESS OFFER TO (If other than Item 7)
 Defense Supply Center Columbus
 ATTN: DSCC-PBAA (Bid Opening Room 130, Bldg. 20)
 3990 E. Broad St.
 P.O. Box 16653
 Columbus, OH 43216-5009
 For courier service and facsimile numbers—See Block 9

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and no copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Lobby (White Bid Box), Bldg 20, 3990 E. Broad St., Columbus, OH 43213 until 1:00 PM local time 2003 OCT 12
 FAX Number(s): (614) 692-4275 (Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL →

A. NAME **R. Furchner, PAAAA**

B. PHONE / FAX (NO COLLECT CALLS) **(614) 692-7923 / FAX (614) 693-1606**

C. E-MAIL ADDRESS **Richard.Furchner@dlm.mil**

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(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
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X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	7
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
	C	DESCRIPTION/SPECS./WORK STATEMENT		X	J	LIST OF ATTACHMENTS	11
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X	E	INSPECTION AND ACCEPTANCE	5	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	13
X	F	DELIVERIES OR PERFORMANCE	6	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	15
X	G	CONTRACT ADMINISTRATION DATA		X	M	EVALUATION FACTORS FOR AWARD	15
X	H	SPECIAL CONTRACT REQUIREMENTS	7				

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 60 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offer specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)

	10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	CALENDAR DAYS
	%	%	%	%

14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated: →

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
001	9-17-03		

15A. NAME AND ADDRESS OF OFFEROR
GENERAL DYNAMICS
 Instrument and Technical Products, Inc.
 12 Lakeside Avenue
 30110
 Arlington, VA 22204-4800

16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
James E. Reed
 Contract Manager

17. SIGNATURE
James E. Reed

18. OFFER DATE
10-7-03

13D. FAX NO. **(802) 657-6035**

15E. E-MAIL ADDRESS
jereed@gdatp.com

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBER: 20. AMOUNT 21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:
 41 U.S.C. 2304(c) () 41 U.S.C. 253(c) ()

23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) → ITEM

24. ADMINISTERED BY (If other than item 7) CODE 25. PAYMENT WILL BE MADE BY CODE

26. NAME OF CONTRACTING OFFICE (Type or print) 27. UNITED STATES OF AMERICA (Signature of Contracting Officer) 28. AWARD DATE

SECTION B

PR: FPC03160000510
NSN: 1005-01-354-6856

ITEM DESCRIPTION:

BARREL, AUTOMATIC GUN.
MODEL M61A2, 20MM.

EXCEPTION: GOVERNMENT FURNISHED PROPERTY P/N
6264393 NSN 1305-01-288-4978 (A692) AND P/N
9344280, NSN 1005-01-116-3930 (A892).

DLAD CLAUSE 52 246-9004, PRODUCT VERIFICATION
TESTING, IS HEREBY INCORPORATED, AND MAY BE
INVOKED AT THE DISCRETION OF THE PROCUREMENT
ACTIVITY.

THE INTERNATIONAL ORGANIZATION FOR
STANDARDIZATION (ISO) 9002 OR A 'TAILORED'
PROGRAM MEETING THE FOLLOWING ISO 9002
PARAGRAPHS APPLIES:

4.5, DOCUMENT CONTROL: LIMITED TO INSPECTION
AND TESTING AS WELL AS APPLICABLE DRAWINGS,
SPECIFICATIONS AND INSTRUCTIONS REQUIRED BY
CONTRACT

4.6, PURCHASING: 4.6.1 AND LIMITED TO 4.6.2 A)
AND 4.6.4.2, ALL OTHER PARTS OF PARAGRAPH
ARE HEREBY DELETED

4.7, CUSTOMER-SUPPLIED PRODUCT:

4.8, PRODUCT IDENTIFICATION & TRACEABILITY:

4.10, INSPECTION & TESTING:

4.11, INSPECTION, MEASURING & TEST EQUIPMENT:

4.12, INSPECTION AND TEST STATUS:

4.13, CONTROL OF NONCONFORMING PRODUCT:

4.14, CORRECTIVE AND PREVENTIVE ACTION:

PARAGRAPH 4.1.3 APPLY TO PRODUCT ONLY

4.16, QUALITY RECORDS:

FAR CLAUSE 52 246-11 APPLIES

CRITICAL APPLICATION ITEM

GENERAL DYNAMICS ARMAMENT AND (05606) P/N 1259987

ITEM	PR	PLI	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	FPC03160000510	0001	69	EA	\$ 1,799.00	\$ 124,131.00

CONTINUED ON NEXT PAGE

SECTION B

DELIVER FOB: See Clause
 QTY VARIANCE: PLUS See Clause MINUS See Clause
 INSP/ACCEP POINT See Clause

PREP FOR DELIVER :

PKGI/G DATA - MIL-STD-2073-1D, 15 DEC 1999
 QUP = 001: RES MTHD = 10: CLNG/DRY = 1: PRESV MAT = 00:
 WRAP MAT = X: CUSH/DUNN MAT = XX: CUSH/DUNN THKNSS = X:
 UNIT CONT = E6: OPI = 0:
 PACK CODE = U:
 MARKING SHAL BE IN ACCORDANCE WITH MIL-STD-129.
 SPECIAL MARKING CODE: 00 - NO SPECIAL MARKING.
 PALLETIZATION SHALL BE IN ACCORDANCE WITH DC1636P001 REV E
 DATED 3029

DOD BAR CODE MARKING REQUIRED IN ACCORDANCE WITH
 MIL-STD-129 (LATEST REVISION) MARKING AND BAR
 CODING IN ACCORDANCE WITH AIM BCL.

PARCEL POST ADDRESS:

SW3117
 DEF DIST DEPT NORFOLK VA
 RECEIVING OFFICER DDNV PR
 1968 GILBERT ST BLDG W143 DWY 9
 NORFOLK VA 23512-0001

FREIGHT SHIPPING ADDRESS

SW3117
 DEF DIST DEPT NORFOLK VA
 RECEIVING OFFICER DDNV PR
 1968 GILBERT ST BLDG 135 DWY 10
 NORFOLK VA 23512-0001

NON-MILSTRIP
 PROJ

ITEM	PR	PRLI	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	FPC03160000510	0002	171	EA	\$ 1,789.00	\$ 307,629

DELIVER FOB: See Clause
 QTY VARIANCE: PLUS See Clause MINUS See Clause

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SECTION B

INSP/ACCEP POINT: See Clause

PREP FOR DELIVERY

PKGIN DATA - MIL-STD-2073-1D, 15 DEC 1999
MIL-STD-2073 PACKAGING DATA SAME AS PRIOR LINE

PARCEL POST ADDRESS:

W62G2T
XU DEF DIST DE OT SAN JOAQUIN
TRANSPORTATION OFFICER
PO BOX 960001
STOCKTON CA 95296-0130

FREIGHT SHIPPING ADDRESS

W62G2T
XU DEF DIST DI POT SAN JOAQUIN
25600 S CHRISTIAN ROAD
REC WHE 10 PI 209 839 4307
TRACY CA 95376-5000

NON-MILSTRIP
PROJ

*prices above based on USG
rent free use authorization under
Facilities Contract DAAA09-94-E-0003*

Full text of all DLAD/DSCC clauses individual solicitation are contained in the DSCC Master Solicitation, current version found at <http://DIBBS.dscclia.mil/refs/pro>. Also, the full text of FAR/DFARS reference may be accessed electronically at <http://www.dla.mil/j-3/j-336/icps>. The clauses/provisions incorporated by reference have the same force and effect as if they were having no bearing on the instant self-deleting. In the event of an inconsistency between the Master Solicitation and the individual provision of the individual solicitation/award shall govern.

DSCC NOTE - PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION: Unless otherwise stated in the order, the payment information contained in the CCR takes precedence over any other information printed in the Remittance Address field of this contract/order.

A04 - FOR COURIER SERVICE AND/OR OFFERS (DSCC 52.215-9C03) (JAN 2001)

RFPs and IFBs (generally Large Purchase Offers, \$100,000 and over) when being hand carried (Courier service or other means) shall be placed in the White Bid Box, located at DSCC in the Lobby of Building 20, 3990 E. Broad St., Columbus, OH 43213.

SECTION B

B03 - DSCC WEB SITE (DSCC 52.204-9C03) (OCT 2002)

The DSCC Master Solicitation is available on the Internet via the DSCC Web Site at <http://DIBBS.dscclia.mil>. Also, the full text of FAR/DFARS clauses incorporated by reference may be accessed electronically at <http://www.dla.mil/j-3/j-336/icps>.

SECTION D

D02a - PACKAGING AND MARKING REQUIREMENTS (DSCC 52.246-9C41) (MAR 2002)

Packaging and marking requirements for items being procured shall be accomplished as stated herein. (See Section B)

The items identified in Section B shall be Preserved, Packaged, Packed and Marked in accordance with MIL-STD-2073-1D and MIL-STD-129N.

D03 - PACKING LIST/INVOICE/SHIPPING DOCUMENTS (JUN 2000) (DSCC 52.211-9C17)

(a) A packing list, invoice, or shipping documents shall accompany or be included in ALL shipments.
(b) The document(s) shall include the following:
Complete MARK FOR including requisition (TCN) number; Order Number; CLIN; National Stock Number (NSN) or Part Number if NSN is not available; Quantity; Unit of Issue; and Preparation for Delivery requirements such as MIL-STD-2073 Coded Packaging, QUP, and Military Preparation Methods.
(c) In addition for all DIRECT shipments to overseas AND domestic consignees, including shipments to Consolidation and Containerization, the documentation with complete MARK FOR INFORMATION is to be placed in a water-resistant envelope of the shipping container/shipment. ('c' is not applicable to 'c' Facility)

D07 - LABELS (JUL 2001) (DSCC 52.211-9C18)

DD Form 1387, Military Shipment Labels, are required for all overseas shipments to water or air terminals and Consolidation and Containerization Points and must be used in accordance with 4.3 of MIL-STD-129N. Although use of the DD Form 1387 is not required, it is preferred for shipments to CONUS locations and Parcel Post shipments to DD Form 1387 may be used for Parcel Post shipments to DD Form 1387 may be downloaded at www.dscclia.mil/Offices/Packaging/Forms.html.

D08 - SHIPPER'S DECLARATION FOR DANGEROUS GOODS (MAR 2002) (DSCC 52.211-9C20)

Any item that contains dangerous material which by virtue of its properties is flammable, corrosive, combustible, explosive, toxic, radioactive, unduly magnetic, or which contains oxidizing agents or is otherwise hazardous shall not be offered for transportation by military air until properly packed and marked in accordance with military publication Preparation of Hazardous Materials for Military Air Shipment, AFM 24-204/TM 38-250/NAVSUP PUB 505/MCO P4030.19H, DLAI 4145.3. A Shipper's Declaration for Dangerous Goods shall be prepared and affixed to each package in accordance with MIL-STD-129N and the military publication cited above.

D14 - PALLETIZATION REQUIREMENTS (DSCC 52.211-9C01) (JUL 2002)

Shipments of identical items packed in four or more shipping containers exceeding a total of 48 cubic feet per destination shall be palletized except when the shipping containers are required to be skidded or a quantity of four shipping containers per pallet exceeds the size or weight limitations for palletized loads. Complete information concerning requirements for palletization can be found at:

<http://www.dscclia.mil/downloads/packaging/dc1636p001.doc>

SECTION E

E01 - CLAUSES INCORPORATED BY REFERENCE

FAR 52.246-16 - Responsibility for Supplies (APR 1984)

E02 - INSPECTION OF SUPPLIES-FIXED PRICE (FAR 52.246-2) (AUG 1996)

E03 - INSPECTION AT ORIGIN (DSCC 52.246-9C01) (JUN 2001)

(a) Inspection for compliance with contract requirements will be performed at origin by an authorized Government inspector.

(b) Inspection prior to shipment will be based on the following:

(1) For CLIN(S) described by a Military or Federal specification or purchase description contractor must present evidence showing compliance with all contract and specification requirements including preparation for delivery.
(2) For CLIN(S) described by manufacturer's name/code and part number,

(i) Contractor must present evidence of performance of all quality assurance requirements specified in the contract and assure that item will serve its intended purpose by performing examinations and tests to determine (A) completeness of item, (B) absence of rust, contamination, or deterioration, (C) correct identification, (D) absence of any damage, and (E) compliance with preparation for delivery. If the contractor is not the manufacturer of the supplies, evidence must be furnished to establish that the supplies were produced by the manufacturer.

(ii) The word 'manufacturer' means the actual manufacturer of each CLIN. The QAR may require that evidence be furnished establishing the name and address of the plant that manufactures each CLIN to assure that a domestic product is being supplied.

(3) For CLIN(S) designated as Former Government Surplus (whether described by manufacturer's name/code and part number, or by Military or Federal specification or drawing); the original package markings of each item shall be verified to previous Government contract number and part number (as specified in DLAD Clause 52.211-9000, Section I of the award). Any deviation from this number shall be cause for rejection of the item.

Note: Additional inspection requirements may be required, based on the evaluation of the surplus offer, by the procuring activity. Such additional requirements, if necessary, will be identified before the award.

(c) Inspection Points:

SUPPLIES

() Same as Offeror
Applicable to CLIN(s):

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() Other (CAGE, Name, Street Address, City, State and Zip Code)

CAGE 26928
G O ATP
Saco Ops
291 North St. Saco, ME 04072

Applicable to CLIN(s): All

Applicable to CLIN(s):

PACKAGING

() Same as Offeror
Applicable to CLIN(s):

() Same as above

() Other (CAGE, Name, Street Address, City, State and Zip Code)

Applicable to CLIN(s):

Applicable to CLIN(s):

E04 - ACCEPTANCE AT ORIGIN (DSCC 52.246-9C02) (NOV 1995)
Acceptance will be performed by an authorized Government Representative at origin. The point of acceptance will be the point of last inspection before shipment unless otherwise indicated by the offeror.

NOTE: For contracts awarded on F.O.B. Destination basis, contractor must comply with FAR 52.247-48, FOB Destination - Evidence of Shipment, in order for payment to be made prior to receipt of the supplies at destination. Contracts for commercial items awarded under FAR 12 procedures must be in accordance with the requirements of 52.212-5.

E06 - MATERIAL INSPECTION AND RECEIVING REPORT (DFARS 252.246-7000) (DEC 1991)

E14a - HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (TAILORED ISO 9002) (FEB 1999) (DSCC 52.246-344)

NOTICE: When the Contractor is not the manufacturer of the items to be furnished, the Contractor represents it is offering to

furnish items produced in a manufacturing facility conforming to the higher-level quality standard required in this purchase order/contract. When requested, either prior to award or at time of Government inspection, the Contractor shall furnish evidence to document this representation (e.g., the Contractor's purchasing system contracts and records; in-plant audits of the manufacturer's quality system by third parties; registration/certification documents; and/or other relevant supporting documents).

E21 - WARRANTY - ACCEPTANCE OF SUPPLIES (DSCC 52.246-9C10) (FEB 2003)

This clause is applicable when surplus materials are accepted (DLAD 52.211-9000), when a Certificate of Conformance (FAR 52.246-15) supports or forms the basis for acceptance of supplies at origin by the Government, or when acceptance is performed by the Government at destination.

(a) The contractor warrants for a period of one year that the supplies at time of delivery conform to all contract requirements. If this warranty is breached, the Government at its option may (1) reject the supplies and require refund of contract price; or (2) require contractor at its expense to repair or replace the supplies; or (3) repair or correct the supplies and charge the contractor for the costs incurred; or (4) retain the supplies and require an equitable adjustment in the contract price. The Government shall mail or otherwise furnish notice to the contractor of the breach of this warranty within one year after date of delivery, inform the contractor of the option exercised, and require the contractor to take action accordingly. Any disputes as to the breach of this warranty shall be resolved under the Disputes clause of the contract.

(b) The contractor shall mark warranty items as required by paragraph 5.2.7, MIL-STD-129(n), 'Standard Practice for Military Marking'.

(c) The rights hereby provided the Government shall not be affected by other clauses concerning the conclusiveness of inspection and acceptance and are in addition to and do not limit any rights of the Government under other clauses of this contract.

E23 - SUBSTITUTION OF ITEM AFTER AWARD (DSCC 52.246-9C13) (JAN 1999)

E32 - RECORDS RETENTION REQUIREMENTS (DSCC 52.204-9C01) (JUN 1980)

SECTION F

F01 - SOLICITATION CLAUSES INCORPORATED BY REFERENCE

- FAR 52.211-17 - Delivery of Excess Quantities (SEP 1989)
- FAR 52.242-15 - Stop-Work Order (AUG 1989)
- FAR 52.242-17 - Government Delay of Work (APR 1984)
- FAR 52.247-48 - F.O.B. Destination - Evidence of Shipment (FEB 1999) (When F.O.B. Destination and Inspection/Acceptance at Origin applies)
- FAR 52.247-52 - Clearance and Documentation Requirements - Shipments to DOD Air or Water Terminal Transshipment Points (APR 1984)
- FAR 52.247-58 - Loading, Blocking, and Bracing of Freight Car Shipments (APR 1984)
- FAR 52.247-59 - F.O.B. Origin - Carload and Truckload Shipments (APR 1984)
- FAR 52.247-61 - F.O.B. Origin - Minimum Size of Shipment (APR 1984)
- FAR 52.247-65 - F.O.B. Origin, Prepaid Freight - Small Package Shipments (JAN 1991)

F05 - SHIPPING INSTRUCTIONS (DOMESTIC) (DSCC 52.247-9C02) (MAY 2002)

Comply with paperwork requirements of clause D03 (DSCC 52.211-9C17), 'PACKING LIST/INVOICE/SHIPPING DOCUMENTS'.

MAIL INSTRUCTIONS (NOT applicable to APO/FPO addresses):
Route domestic shipments within mail limitations as follows based on the TP (Transportation Priority) reflected in the 'MARK FOR' data with each CLIN. Commercial small parcel carrier (e.g., UPS or Federal Express) is an acceptable mode of shipment to domestic addresses.

- (1) Ship all NMCS, 777, and 999, regardless of TP or distance, by COMMERCIAL SMALL PARCEL CARRIER.
- (2) Ship TP 1 and 2 (IPD 01-08) by PRIORITY MAIL or most economical comparable mode.
- (3) Ship TP 3 (IPD 09-15) and all stock locations (not TP coded) by SURFACE PARCEL POST (Fourth Class) or most

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economical comparable mode.
(4) The cost of parcel post insurance will NOT be paid by the Government.

FREIGHT INSTRUCTIONS (DOMESTIC)
(1) Ship all NMCS, 777, and 999, regardless of TP or distance COMMERCIAL SMALL PARCEL CARRIER.
(2) For TP 1 and 2 (IPD 01-08) weighing under 250 pounds, use AIR FREIGHT and specify AIR on the invoice.
EXCEPTIONS: If destination is within 600 miles of origin, use regular surface transportation.
(3) For all other freight shipments contact the cognizant transportation officer for delivery and carrier routing instructions (see clause 4, DSCC 52.247-9C04).
(4) Advance telephonic notice of delivery must be given by the carrier to the Consignee's Transportation officer (Transport Control/Prelodge Desk) at least 24 hours prior to delivery of freight shipments (other than small parcels) and bills of lading must be annotated to reflect this requirement. Addresses for direct shipments within CONUS and Canada are shown 'in the clear' with each individual CLIN on Schedule Continuation Sheet(s) in each order. Addresses for stock shipments are shown with each individual CLIN on Schedule Continuation Sheet(s) in each order.

- NOTE: If not applicable becomes self-deleting.
- FAR 52.202-1 - Definitions (DEC 2001)
 - FAR 52.203-3 - Gratuities (APR 1984)
 - FAR 52.203-5 - Covenant Against Contingent Fees (APR 1984)
 - FAR 52.203-6 - Restriction on Subcontractor Sales to the Government (JUL 1995)
 - FAR 52.203-7 - Anti-Kickback Procedures (JUL 1995)
 - FAR 52.203-8 - Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
 - FAR 52.203-10 - Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
 - FAR 52.203-12 - Limitation on Payments to Influence Certain Federal Transactions (JUN 2003)
 - FAR 52.204-2 - Security Requirements (AUG 1996) (Applicable only when access to classified confirmation is required.)
 - FAR 52.204-4 - Printed or Copied Double-Sided on Recycled Paper (AUG 2000)
 - FAR 52.209-6 - Protecting the Governments Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JUL 1995)
 - FAR 52.211-5 - Material Requirements (AUG 2000)
 - FAR 52.211-15 - Defense Priority and Allocation Requirements (SEP 1990)
 - FAR 52.215-2 - Audit and Records-Negotiations (JUN 1999)
 - FAR 52.215-8 - Order of Precedence - Uniform Contract Format (OCT 1997)
 - FAR 52.215-10 - Price Reduction for Defective Cost or Pricing Data (> \$550,000) (MAY 2001)
 - FAR 52.215-11 - Price Reduction for Defective Cost or Pricing Data - Modifications (> \$550,000) (OCT 1997)
 - FAR 52.215-12 - Subcontractor Cost or Pricing Data (> \$550,000) (OCT 1997)
 - FAR 52.215-13 - Subcontractor Cost or Pricing Data - Modifications (> \$550,000) (OCT 1997)
 - FAR 52.215-14 - Integrity of Unit Prices (OCT 1997), Alternate I (OCT 1997)
 - FAR 52.215-15 - Pension Adjustments and Asset Reversions (> \$550,000) (DEC 1998)
 - FAR 52.215-17 - Waiver of Facilities Capital Cost of Money (OCT 1997)
 - FAR 52.215-18 - Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (> \$550,000) (OCT 1997)
 - FAR 52.215-19 - Notification of Ownership Changes (> \$550,000) (OCT 1997)
 - FAR 52.219-8 - Utilization of Small Business Concerns (OCT 2000)
 - FAR 52.219-9 - Small Business Subcontracting Plan (> \$500,000), Alternate II (OCT 2001)
 - FAR 52.219-16 - Liquidated Damages - Subcontracting Plan (JAN 1999)
 - FAR 52.222-1 - Notice to the Government of Labor Disputes (FEB 1997)
 - FAR 52.222-3 - Convict Labor (JUN 2003)
 - FAR 52.222-4 - Contract Work Hours and Safety Standards Act - Overtime Compensation (SEP 2000)
 - FAR 52.222-19 - Child Labor - Cooperation with Authorities and Remedies (SEP 2002)
 - FAR 52.222-20 - Walsh-Healey Public Contracts Act (DEC 1996)
 - FAR 52.222-21 - Prohibition of Segregated Facilities (FEB 1999)
 - FAR 52.222-26 - Equal Opportunity (APR 2002)
 - FAR 52.222-29 - Notification of Visa Denial (JUN 2003)
 - FAR 52.222-35 - Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (APR 1989)
 - FAR 52.222-36 - Affirmative Action for Workers With Disabilities (JUN 1998)
 - FAR 52.222-37 - Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (JAN 1999) (Applicable with FAR 52.222-35)
 - FAR 52.222-38 - Compliance with Veterans' Employment Reporting Requirements (DEC 2001)
 - FAR 52.223-14 - Toxic Chemical Release Reporting (AUG 2003) (Applicable with FAR 52.223-13)
 - FAR 52.225-13 - Restrictions on Certain Foreign Purchases (JUN 2003) (Deviation)
 - FAR 52.225-14 - Inconsistency Between English Version and Translation of Contract (FEB 2000)
 - FAR 52.227-1 - Authorization and Consent (JUL 1995)
 - FAR 52.227-2 - Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996)
 - FAR 52.229-3 - Federal, State, and Local Taxes (JUN 2003)
 - FAR 52.229-6 - Taxes - Foreign Fixed-Price Contracts (JAN 1991)
 - FAR 52.230-2 - Cost Accounting Standards (> \$500,000) (APR 1998)
 - FAR 52.230-3 - Disclosure and Consistency of Cost Accounting Practices (APR 1998)
 - FAR 52.230-4 - Consistency in Cost Accounting Practices (> \$500,000) (AUG 1992)

F22 - REQUIRED TIME OF DELIVERY (DSCC 52.211-9C37) (JUN 1997)

(a) The Government requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE

Item No.	Quantity	Within Days After Date of Contract to begin	Days After Date of Contract
0001	240	to begin	une 04

OFFEROR'S PROPOSED DELIVERY SCHEDULE

Item No.	Quantity	Within Days After Date of Contract	Days After Date of Contract
	69	27	
	24	30	
	20	33	
	60	36	
	96		

F32 - F.O.B. - ORIGIN (FAR 52.241-29) (JUN 1988)

() (Same as Offeror)
(✓) Other (City and State): **CAGE 2C978**

SECTION H

H17 - SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS (OCT 2001) (DFARS 52.211-7005)

(d) Absent a determination that a SPI price 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 and Subline Item Number, Component, or Element:

SECTION I

I01 - CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract 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 <http://www.dla.mil/j-3/j-336/loisticspolicy/procurementlinks2.htm>

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FAR 52.230-6 - Administration of Cos (> \$500,000) (NOV 1999)
 FAR 52.232-1 - Payments (APR 1984)
 FAR 52.232-8 - Discounts for Prompt Payment (FEB 2002)
 FAR 52.232-11 - Extras (APR 1984)
 FAR 52.232-17 - Interest (JUN 1996)
 FAR 52.232-23 - Assignment of Claims (JAN 1986)
 FAR 52.232-25 - Prompt Payment (FEB 2002)
 FAR 52.233-1 - Disputes (DEC 1998), Alternate I (DEC 1991)
 FAR 52.233-3 - Protest After Award (JUN 1996)
 FAR 52.242-12 - Report of Shipment (ESHIP) (JUN 2003)
 FAR 52.242-13 - Bankruptcy (JUL 1999)
 FAR 52.244-2 - Subcontracts (AUG 1999)
 FAR 52.244-5 - Competition in Subcontracting (DEC 1996)
 FAR 52.245-1 - Property Records (APR 1984)
 FAR 52.246-18 - Warranty of Supplies of a Complex Nature (MAY 2001), Alternate IV (APR 1984)
 FAR 52.246-19 - Warranty of Systems and Equipment under Criteria (MAY 2001), Alternate III (APR 1984)
 FAR 52.246-23 - Limitation of Liability (FEB 1997)
 FAR 52.247-1 - Commercial Bill of Lading Notations (APR 1984)
 FAR 52.247-63 - Preference for U.S. Flag Air Carriers (JUN 2003)
 FAR 52.248-1 - Value Engineering (JUN 2000)
 FAR 52.249-1 - Termination for Convenience of the Government (Fixed-Price) (Short Form) (APR 1984)
 FAR 52.249-2 - Termination for Convenience of the Government (Fixed-Price) (SEP 1996), Alternate I
 FAR 52.249-8 - Default (APR 1984)
 FAR 52.253-1 - Computer Generated Forms (JAN 1991)
 DFARS 252.203-7001 - Prohibition on Persons Convicted of Fraud or Other Defense Contract Related Felonies (MAR 1999)
 DFARS 252.203-7002 - Display of DoD Hotline Poster (> \$5M) (DEC 1991)
 DFARS 252.204-7002 - Payment for Surplus Items Not Separately Priced (DEC 1991)
 DFARS 252.204-7003 - Control of Government Personnel Work
 DFARS 252.205-7000 - Provision of Information to Cooperative Agreement Holders (> \$500,000) (DEC 1991)
 DFARS 252.209-7000 - Acquisition from Subcontractors Subject to On-Site Inspection Under the Intermediate Range Nuclear Forces (INF) Treaty (NOV 1995)
 DFARS 252.209-7004 - Subcontracting with Firms That Are Owned or Controlled by the Government of Terrorist Country (MAR 1998)
 DFARS 252.215-7000 - Pricing Adjustments (> \$550,000) (DEC 1991)
 DFARS 252.215-7002 - Cost Estimating System Requirements (> \$550,000) (OCT 1998)
 DFARS 252.219-7003 - Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan and Small Disadvantaged Business Subcontracting Plan (DoB Contracts) (> \$500,000) (APR 1996)
 DFARS 252.223-7002 - Safety Precautions for Ammunition and Explosives (MAY 1994)
 DFARS 252.223-7003 - Change in Place of Performance - Ammunition and Explosives (DEC 1999)
 DFARS 252.223-7004 - Drug-Free Workplace (SEP 1988)
 DFARS 252.225-7001 - Buy American Act and Balance of Payments Program (APR 2003)
 DFARS 252.225-7002 - Qualifying Country Sources as Subcontractors (APR 2003)
 DFARS 252.225-7004 - Reporting of Contract Performance Outside the U.S. (Over \$500,000) (APR 2003)
 DFARS 252.225-7005 - Identification of Expenditures in the United States (APR 2002)
 DFARS 252.225-7012 - Preference for Certain Domestic Commodities (FEB 2003)
 DFARS 252.225-7014 - Preference for Domestic Specialty Metals (APR 2003)
 DFARS 252.225-7016 - Restriction on Acquisition of Ball and Roller Bearings (APR 2003)
 DFARS 252.225-7021 - Trade Agreements (Over \$169,000) (APR 2003)
 DFARS 252.225-7025 - Restriction on Acquisition of Forgings (APR 2003)
 DFARS 252.225-7033 - Waiver of United Kingdom Levies (APR 2003)
 DFARS 252.225-7036 - Buy American Act-North American Free Trade Agreement (APR 2003)
 DFARS 252.225-7038 - Restriction on Acquisition of Air Circuit Breakers (APR 2003)
 DFARS 252.225-7041 - Correspondence in English Language (JUN 1997)
 DFARS 252.226-7001, Utilization of Indian Organizations and Indian-Owned Economic Enterprises DoD Contracts (SEP 2001)
 DFARS 252.231-7000 - Supplemental Cost Principles (DEC 1991)
 DFARS 252.232-7008 - Assignment of Claims (Overseas) (JUN 1997)

DFARS 252.233-7001 - Choice of Law (Overseas) (JUN 1997)
 DFARS 252.242-7000 - Post Award Conference (DEC 1991)
 DFARS 252.242-7003 - Application for U.S. Government Shipping Documentation/Instructions (Use with FAR 52.242-10 (DEC 1991)
 DFARS 252.242-7004 - Material Management and Accounting System (DEC 2000)
 DFARS 252.243-7001 - Pricing of Contract Modification (DEC 1991)

I04 - Y2K COMPLIANCE NOTICE (DLAD 52.239-9000) (JUN 2002)

I07 - PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION (FAR 52.232-33) (MAY 1999)

I11 - REQUIRED CENTRAL CONTRACTOR REGISTRATION (DFARS 252.204-7004) (NOV 2001)

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

I12 - DISPUTES: AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (JUN 2001) (DLAD 52.233-9001)

(a) The parties agree to negotiate with each other to try to resolve any disputes that may arise. If unassisted negotiations are unsuccessful, the parties will use alternate dispute resolution (ADR) techniques to try to resolve the dispute. Litigation will only be considered as a last resort when ADR is unsuccessful or has been documented by the part rejecting ADR to be inappropriate for resolving the dispute.

(b) Before either party determines ADR inappropriate, that party must discuss the use of ADR with the other party. The documentation rejecting ADR must be signed by an official authorized to bind the contractor (see FAR 52.233-1, or, for the agency, by the contracting officer, and approved at a level above the contracting officer after consultation with the ADR Specialist and with legal counsel (see DLA Directive 5145.1). Contractor personnel are also encouraged to include the ADR Specialist in their discussions with the contracting officer before determining ADR to be inappropriate.

(c) If you wish to opt out of this clause, check here ().

I17 - GOVERNMENT SURPLUS MATERIAL (DLAD 52.211-9000) (APR 2002)

(a) Definition.
 'Surplus material,' as used in this clause, means new, unused material that was purchased and accepted by the U.S. Government and subsequently sold by the Defense Reutilization and Marketing Service (DRMS), by contractors authorized by DRMS, or through another Federal Government surplus program. The terms 'surplus' and 'Government surplus' are used interchangeably in this clause.

(b) The Offeror agrees to complete this clause and provide supporting documentation as necessary to demonstrate that the surplus material being offered was previously owned by the Government and meets solicitation requirements. The Offeror must provide this information and any supporting documentation on or before the date that quotes/offers are due; or within the timeframe specified by the Contracting Officer, if additional documentation is requested after submission of the offer. Failure to provide the requested information and supporting documentation within the timeframe requested may result in rejection of the offer. Unless the solicitation states otherwise, Offerors of surplus material are authorized to open packages, inspect material, and reseal packages. Each time this is done, the Offeror's authorized representative or inspector must sign the packages where they were resealed and annotate the date of inspection.

(c) With respect to the surplus material being offered, the Offeror represents that:

(1) The material is new, unused, and not of such age or so deteriorated as to impair its usefulness or safety.

Yes () No ()
 The material conforms to the technical requirements cited in the solicitation (e.g., Contractor and Government Entity (CAGE) code and part number, specification, etc.).

Yes () No ()
 The material conforms to the revision letter/number, if any is cited.

Yes () No () Unknown ()
 If no, the revision offered does not affect form, fit, function, or interface.

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Yes () No () Unknown ()
The material was manufactured by:

(Name)

(Address)

(2) The Offeror currently possesses the material.
Yes () No ()
If no, the Offeror must attach or forward to the Contracting Officer an explanation as to how he offered quantities will be secured. If yes, the Offeror purchased the material from a Government selling agency or other source.
Yes () No ()
If yes, provide the information below:

Government Selling Agency

Contract Number

Contract Date (Month, Year)

Other Source

Address

Date Acquired (Month/Year)

(3) The material has been altered or modified.
Yes () No ()
If yes, the Offeror must attach or forward to the Contracting Officer a complete description of the alterations or modifications.

(4) The material has been reconditioned.
Yes () No ()
If yes, (i) the price offered includes the cost of any work done or to be done, including the components to be replaced and the applicable cure-dated components.
Yes () No ()
If yes, the price includes replacement of cure-dated components. Yes () No ()

(5) The material has data plates attached.
Yes () No () If yes, the Offeror must state below, or forward a copy or facsimile of the data plate to the Contracting Officer.
(6) The offered material is in its original package. Yes () No () (If yes, the Offeror has stated below all original markings and data attached or forwarded to the Contracting Officer a copy or facsimile of original package markings.)

Contract Number

NSN

Cage Code

Part Number

Other Markings/Data

(7) The Offeror has supplied this same material (National Stock Number) to the Government before. Yes () No ()
() If yes, (i) the material being offered is from the

same original Government contract number as that provided previously. Yes () No (); and (ii) state below the Government Agency and contract number under which the material was previously provided:

Agency

Contract Number

(8) The material is manufactured in accordance with a specification or drawing. Yes () No () If yes, (i) the specification/drawing is in the possession of the Offeror. Yes () No (); and (ii) the Offeror has stated the applicable information below, or forwarded a copy or facsimile to the Contracting Officer. Yes () No ()

Specification/Drawing Number

Revision (if any)

Date

(9) The material has been inspected for correct part number and for absence of corrosion or any obvious defects. Yes () No () If yes, (i) Material has been re-preserved. Yes () No (); (ii) Material has been repackaged. Yes () No (); (iii) Percentage of material that has been inspected is % and/or number of items inspected is ; and (iv) a written report was prepared. Yes () No () If yes, the Offeror has attached it or forwarded it to the Contracting Officer. Yes () No ()

(d) The Offeror agrees that in the event of award and notwithstanding the provisions of the solicitation, inspection and acceptance of the surplus material will be performed at source or destination subject to all applicable provisions for source or destination inspection.

(e) The Offeror has attached or forwarded to the Contracting Officer one of the following, to demonstrate that the material being offered was previously owned by the Government (Offeror check which one applies):

() For national or local sales, conducted by sealed bid, spot bid or auction methods, a solicitation/Invitation For Bid and corresponding DRMS Form 1427, Notice of Award, Statement and Release Document.

() For DRMS Commercial Venture (CV) Sales, the shipment receipt/delivery pass document and invoices/receipts used by the original purchaser to resell the material.

() For DRMS Recycling Control Point (RCP) term sales, the statement of account or billing document.

() For property sold under the exchange or sale regulation, conducted by sealed bid, auction or retail methods, a solicitation/Invitation for Bid and corresponding DRMS Form 1427.

() When the above documents are not available, or if they do not identify the specific NSN being acquired, a copy or facsimile of all original package markings and data, including NSN, Commercial and Government Entity (CAGE) code and part number, and original contract number. (This information has already been provided in paragraph (c) (6) of this clause. Yes () No ().)

() When none of the above are available, other information to demonstrate that the offered material was previously owned by the Government. Describe and/or attach.

(f) This clause only applies to offers of Government surplus

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material. Offers of commercial surplus, manufacturer's overruns, residual inventory resulting from terminated Government contracts, and any other material that meets the technical requirements in the solicitation but was not previously owned by the Government will be evaluated in accordance with the provision at 52.17-9002.

(g) Offers of critical safety items must comply with the additional requirements in 52.211-9005.

(h) If requested by the Contracting Officer, the Offeror shall furnish sample units, in the number specified, to the Contracting Officer or to another Contracting Officer, within 10 days after the Contracting Officer's request. The samples will be furnished at no cost to the Government. All such samples not destroyed in the Offeror's expense. The samples will be evaluated for form, fit, and function with the subassembly, assembly, or equipment with which the items are to be used. End items furnished under any contract award to the Offeror furnishing the samples must include the returned samples, and all acceptable end items will have a configuration identical to the samples. If specific tests of the samples' performance are made by the Government, the Offeror will be furnished the results of such tests prior to a contract being entered into. In addition, inspection examinations and tests required by the contract, the performance of the end items will be required to be as good as that of the samples submitted insofar as specific performance tests have been made by the Government and the results thereof furnished to the Offeror.

(i) In the event of award, the Contractor will be responsible for providing material that is in full compliance with all requirements in the contract or order, whether or not the Contractor has possession of applicable drawings or specifications, and despite the fact that the Government is unable to conduct in-process inspection. The Contractor's responsibility to perform is not diminished by compliance with the requirement to demonstrate that the offered material was previously owned by the Government. The material to be furnished must meet the requirements of the current contract or order, whether or not the material met Government requirements in existence at the time the material was initially manufactured or sold to the Government. The Government has the right to cancel any resulting purchase order or terminate any resulting contract for default if unacceptable material is tendered.

(j) If higher level quality requirements apply to the material being acquired, those requirements do not apply to surplus material furnished under this contract.

I18 - PRIORITY RATING (DLAD 52.211-9002) (MAR 2000)

I20 - PRODUCTION FACILITY CHANGES (DSCC 52.215-9C04) (APR 1985)

I58 - HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (FAR 52.223-3) (JAN 1997)

MATERIAL IDENTIFICATIONNO. (If none, insert 'None')

I61 - ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED PRODUCTS (FAR 52.223-9) (AUG 2000)

(b)(2) Submit this estimate to Defense Supply Center Columbus, DSCC- (see ADMINISTERED BY block on face of award document) PO Box 16704, Columbus, OH 43216-5010

CERTIFICATION

I, _____ (name of certifier), as an officer or employee responsible for the performance of this contract and hereby certify that the percentage of recovered material content for EPA-designated products meets the applicable contract specifications.

Signature of the Officer or Employee

Typed Name of the Officer or Employee

Title

Name of Company, Firm, or Organization

Date

(End of certification)

(c) The Contractor shall submit this certification and estimate upon completion of the contract to Defense Supply Center Columbus, PO Box 16704, Columbus OH 43216-5010.

I62 - OZONE-DEPLETING SUBSTANCES (FAR 52.223-11) (MAY 2001)

WARNING

Contains (or manufactured with, if applicable)

a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

* The Contractor shall insert the name of the substance(s).

I63 - HAZARD WARNING LABELS (DFARS 252.223-7001) (DEC 1991)

MATERIAL ACT (If none, insert 'None')

I64 - MATERIAL SAFETY DATA SHEETS AND HAZARD WARNING LABELS (DLAD 52.223-9000) (MAR 1992)

(2) Check here () if an MSDS accompanies your offer. Where this is the case, the MSDS must be identified to the offer, and must cite the solicitation number and the applicable CAGE code of the manufacturer, the part number, and, where so identified, the National Stock Number (NSN).

I67 - DUTY FREE ENTRY (DFARS 252.225-7013) (APR 2003)

I72 - DATA - ENGLISH LANGUAGE (DSCC 52.227-9C04) (JUL 1984)

I74 - SUBCONTRACTS FOR COMMERCIAL ITEMS (FAR 52.244-6) (APR 2003)

I75 - GOVERNMENT FURNISHED PROPERTY (DSCC 52.245-9C01) (JAN 1992)

(a) Subject to FAR 52.245-2, Government Property (Fixed Price Contracts), or FAR 52.245-4, Government Furnished Property (Short Form) the Government will furnish at no cost to the Contractor the property specified below for the use performing the resulting contract:

Material	Qty per Unit/Unit	Unit Price
1305012884978-A692	One (1)	
1305011163930-A892	One (1)	
High Pres Test Round		

(b) The Government will deliver government furnished materials to the Contractor's plant in accordance with FAR 52.247-55, P.O.B. Point for Delivery of Government-Furnished Property, which is incorporated herein by reference. Offerors must indicate in the space below the name and address of the plant where the materials will be utilized. In the absence of so indicating, the Government will assume and evaluate offers on the assumption that the material will be utilized at the plant specified by bidders in their offers under the heading 'Production Facilities,' or Block 15A of SF33. Offeror to complete:
Plant: *GDAI Saw Ops*
Street Address: *221 North Street*
City and State: *Sec 10, NE 04072*

(c) If the contractor requires Government furnished materials in excess of the amounts specified above, such additional materials will be furnished by the Government; however, the contractor must bear the cost of such excess materials, including transportation charges therefor, required in the performance of the contract. The price charged the contractor for such excess materials will be the price

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specified above for the type of material in question or the standard Government price therefor, whichever is higher. The cost of such excess materials will be withheld by the Government from the contractor, unless the contractor makes other arrangements with the Contracting Officer for payment.

(d) In the evaluation of the offer, the factors to be considered in determining the low offeror will be the cost of transporting Government-furnished materials to the contractor's plant. Land methods of transportation by regulated common carrier will be used to evaluate cost of transportation from the Government's place of shipment (see paragraph b). This transportation cost will be added to the offered price to determine the overall cost to the Government. Government furnished materials will be shipped from: Rock Island Arsenal, Rock Island IL (B14)

(e) The delivery schedule contained herein is based on the assumption that delivery of Government-furnished property will be made to the contractor within 0 days after date of award.

I76 - TRANSPORTATION OF SUPPLIES BY SEA (DFARS 252.247-7023) (MAY 2002)

(e) (4) Ocean transportation was used and some or all of the shipments were made on non-U.S. flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

Item:	
Contract Description:	
Line Items:	
Quantity:	
Total:	

I78 - CONFIGURATION CONTROL - ENGINEERING CHANGES, DEVIATIONS AND WAIVERS (DSCC 48-9C01) (OCT 2000)

NOTE: MIL-STD-973 has been cancelled effective September 30, 2000 (MIL-STD-973, Notice 4), but is still required for the procurement and control of this item. Copies of MIL-STD-973, Notice 3, which includes the basic document, may be obtained from: <http://assist2.daps.dla.mil/quicksearch/>

I79 - ADMINISTRATIVE COSTS OF REPROCUREMENT AFTER DEFAULT (DLAD 52.249-9000) (MAY 1988)

If this contract is terminated pursuant to the clause included herein entitled 'Default,' and the supplies or services covered by the contract so terminated are repurchased by the Government, the Government will incur administrative costs in such repurchases. The Contractor and the Government expressly agree that, in addition to any excess costs of repurchase, as provided in paragraph (b) of the 'Default' clause of the contract, Contractor shall pay, and the Government shall accept, the full cost of such repurchase apply for any termination for default following which the Government repurchases the terminated supplies or services, regardless of whether any other damages are incurred and/or assessed.

I80 - AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)

I106 - REQUESTS FOR EQUITABLE ADJUSTMENT (DFARS 252.243-7002) (MAR 1998)

I111 - DRUG-FREE WORKPLACE (FAR 52.223-6) (MAY 2001)

I112 - SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS) (DFARS 252.244-7000) (MAR 2000)

material in question or the standard Government price therefor, whichever is higher. The cost of such excess materials will be withheld by the Government from the contractor, unless the contractor makes other arrangements with the Contracting Officer for payment.

ers, in response to this solicitation, among the factors to be considered in determining the low offeror will be the cost of transporting the contractor's plant. Land methods of transportation by regulated common carrier will be used to evaluate cost of transportation from the Government's place of shipment (see paragraph b). This transportation cost will be added to the offered price to determine the overall cost to the Government. Government furnished materials will be shipped from: Rock Island Arsenal, Rock Island IL (B14)

ed herein is based on the assumption that delivery of Government-furnished property will be made to the contractor within 0 days after date of award.

BY SEA (DFARS 252.247-7023) (MAY 2002)

used and some or all of the shipments were made on non-U.S. flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

Item:	
Contract Description:	
Line Items:	
Quantity:	
Total:	

ENGINEERING CHANGES, DEVIATIONS AND WAIVERS (DSCC 48-9C01) (OCT 2000)

led effective September 30, 2000 (MIL-STD-973, Notice 4), but is still required for the procurement and control of this item. Copies of MIL-STD-973, Notice 3, which includes the basic document, may be obtained from: <http://assist2.daps.dla.mil/quicksearch/>

PROCUREMENT AFTER DEFAULT (DLAD 52.249-9000) (MAY 1988)

whole or in part for default herein entitled 'Default,' and the supplies or services covered by the contract so terminated are repurchased by the Government, the Government will incur administrative costs in such repurchases. The Contractor and the Government expressly agree that, in addition to any excess costs of repurchase, as provided in paragraph (b) of the 'Default' clause of the contract, Contractor shall pay, and the Government shall accept, the full cost of such repurchase apply for any termination for default following which the Government repurchases the terminated supplies or services, regardless of whether any other damages are incurred and/or assessed.

LAUSES (FAR 52.252-6) (APR 1984)

JUSTMENT (DFARS 252.243-7002) (MAR 1998)

(FAR 52.223-6) (MAY 2001)

AL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS) (DFARS 252.244-7000) (MAR 2000)

I116 - PROGRESS PAYMENTS (FAR 52.232-16) (APR 2003)

(1) Due date. The designated payment office will make progress payments on the 7th day after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provisions of the Prompt Payment Act.

- (x) ALTERNATE I (MAR 2000)
- () ALTERNATE II (APR 2003)
- () ALTERNATE III (APR 2000)

I120 - GOVERNMENT-FURNISHED PROPERTY (SHORT FORM) (FAR 52.245-4) (JUN 2003)

I125 - DOD PROGRESS PAYMENT RATES (DFARS 252.232-7004) (OCT 2001)

I135 - SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES (SEP 1999) (DFARS 252.223-7007)

(b) The requirements of DoD 5100.76-M apply to the following items of A&E being developed, produced, manufactured, or purchased for the Government, or provided to the Contractor as Government-furnished property under this contract:

NATIONAL NOMENCLATURE	SENSITIVITY/	STOCK NUMBER	CATEGORY
HIGH PRESSURE TEST ROUND IV		1305-01-288-49	
		-A692	
HIGH PRESSURE TEST ROUND IV		1305-01-116-39	
		-A892	

SECTION J

J01 - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS:

This solicitation consists of documents and attachments identified by an 'X' in the space provided and made a part hereof.

ATCH, FM NO.	NAME	DATE
(x) DD FM 1707	Information to (Cover Sheet)	
Offerors or Quoters	MAR 90	
(x) SF 33	Solicitation, Offer and Award	Rev
4-05		
(x) ---	Section B	---
(x) ---	Sections C through M	---
() ---	Interim Amend. No.	
() ---	Quality Assurance Provision (QAP)	
No.		
() SF 1448	Proposal Cover Sheet (Cost or Pricing Data Not Required)	10-95
() DSCC		
FM 1650	Freight Shipping Information	AUG 73
- Mode of Shipment		
() Form		
CASE-CMF	Facilities Capital Cost of Money	----
Factors		
() DD		
Form 1861	Contract Facilities Capital Cost of Money	APR 95
()		
()		
()		
() DD FM 1423	Contract Data Requirement List	JUN 90
EXHIBIT No.		---
w/ATCH No.		---
EXHIBIT No.		---
w/ATCH No.		---
EXHIBIT No.		---
w/ATCH No.		---
EXHIBIT No.		---

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W/ATCH No. () DD FM 254 Contract Security Classification
Specification D: 99

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J03 - NOTICE TO CONTRACTORS AND DEPARTMENT OF DEFENSE FINANCE AND ACCOUNTING SERVICES (DFAS) -- Sections C, L, and M, will be deleted from any resulting award per FAR 15.204-1. Therefore, the page numbers indicated on the front of the award and on the last page of the Continuation Sheet will not reflect the actual number of pages in the award document.

Furchner, Richard (I/ISCC)

From: jereed@gdatp.com
Sent: Monday, September 08, 2003 10:17 AM
To: richard.furchner@dscclia.mil
Cc: dgagnon@gdatp.com
Subject: 20mm Barrels I/FQ (GDATP Proposal No. W4-C-L39)

Good Morning Rich,

Below please find our proposal pursuant to your recent conversation with Dean Gagnon.

Item: 20mm Barrel
P/N: 12599987
Unit Price: \$1,799.00
Qty: 240
Deliver: 60-June 04
 24-July 04
 60-August 04
 96-September 04
T's & C's: same as Contract SP0740-03-C-4014 (also same price)
Validity: 9/30/03

If you need anything else please advise.

James Reed
Contract Manager,
Individual and Crew Serviced Systems

Phone: (802) 657-6433
Fax: (802) 657-6035
E-Mail: jereed@gdatp.com

ENCLOSURE #1

9/8/2003



DEPARTMENT OF THE ARMY
UNITED STATES ARMY TANK - AUTOMOTIVE AND ARMAMENTS COMMAND
1 ROCK ISLAND ARSENAL
ROCK ISLAND, IL 61299-7630

REPLY TO
ATTENTION OF:

AMSTA-LC-CSC-B

October 15, 2003

SUBJECT: Contract DAAA09-94-E-0003

Mr. James Reed
General Dynamics Armament and Technical Products
Lakeside Avenue
Burlington, VT 0540 -4985

Dear Mr. Reed,

Reference letter dated August 15, 2003 regarding request for rent free use of Government equipment on DLA Columbus Solicitation SP0740-03-R-6067 for use on 240 each gun barrels (PN 12599987) for the 20mm Gun System. The period of performance will be approximately June through September 2004.

Your request for rent-free use is authorized subject to the following conditions:

1. DD Form 770's will be provided for all equipment that is laidaway (3D). Equipment reactivate will be properly relaidaway at the conclusion of the contract unless otherwise specified by the contracting officer.
2. Approval of this request does not relieve prior responsibility for reactivating the equipment. The responsible contractor for reactivating the equipment is also liable for relayaway.
3. Use of equipment is denied on any item that is identified to be in poor condition (A6, F9, HX, F S).
4. Equipment is authorized on an "as is, where is" basis and will be on a non-interference basis.

If there are any further questions please contact Adria Hemmen, AMSTA-LC-CSC-B, 309-782-3238.

Sincerely,

ADELAIDE J. TKATCH
Contracting Officer

ENCLOSURE # 2