

AWARD/CONTRACT	1. This Contract Is A Rated Order Under DPAS (15 CFR 700)	Rating DOA4	Page 1 Of 41
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2. Contract (Proc. Inst. Ident) No. W56HZV-04-C-0803	3. Effective Date 2004SEP27	4. Requisition/Purchase Request/Project No. SEE SCHEDULE
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5. Issued By TACOM WARREN AMSTA-PM-LAV-B CHERYL OEDER (586)574-8359 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL e-mail address: OEDERC@TACOM.ARMY.MIL	Code	W56HZV	6. Administered By (If Other Than Item 5) DCMA PHILADELPHIA 700 ROBBINS AVENUE, BLDG 4-A P.O. BOX 11427 PHILADELPHIA, PA 19111-0427	Code	S3915A
			SCD A PAS NONE	ADP PT HQ0337	

7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code) RUOPF & SONS, INC. 1030 ROSE AVENUE RUNNEMEDE, NJ. 08078-1053 TYPE BUSINESS: Other Small Business Performing in U.S.	8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below) SEE SCHEDULE
9. Discount For Prompt Payment	
10. Submit Invoices (4 Copies Unless Otherwise Specified)	Item 12
Code 99620	Facility Code
To The Address Shown In:	

11. Ship To/Mark For SEE SCHEDULE	Code	12. Payment Will Be Made By DFAS - COLUMBUS CENTER DFAS-CO/NORTH ENTITLEMENT OPERATION P.O. BOX 182266 COLUMBUS OH 43218-2266	Code	HQ0337
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13. Authority For Using Other Than Full And Open Competition: <input checked="" type="checkbox"/> 10 U.S.C. 2304(c)(2)) <input type="checkbox"/> 41 U.S.C. 253(c)()	14. Accounting And Appropriation Data ACRN: AA 17 46110920383106785400674432D20380700004MP42059
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15A. Item No. SEE SCHEDULE	15B. Schedule Of Supplies/Services CONTRACT TYPE: Firm-Fixed-Price	15C. Quantity	15D. Unit	15E. Unit Price	15F. Amount
KIND OF CONTRACT: Supply Contracts and Priced Orders					
15G. Total Amount Of Contract					\$305,000.00

16. Table Of Contents							
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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 solicitation, 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 <u>W56HZV04R0714</u> 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.
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19A. Name And Title Of Signer (Type Or Print)	20A. Name Of Contracting Officer MICHAEL T. FINNELL FINNELLM@TACOM.ARMY.MIL (586)574-8361
19B. Name of Contractor	20B. United States Of America
By _____ (Signature of person authorized to sign)	By _____ /SIGNED/ (Signature of Contracting Officer)
19c. Date Signed	20C. Date Signed 2004SEP27

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

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PIIN/SIIN W56HZV-04-C-0803

MOD/AMD

Name of Offeror or Contractor: RUOFF & SONS, INC.

SECTION A - SUPPLEMENTAL INFORMATION

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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A-1	52.204-4850 (TACOM)	ACCEPTANCE APPENDIX	FEB/2002
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(a) Contract Number W56HZV-04-C-0803 is awarded to Ruoff and Sons, Inc. The Government accepts your proposal dated 23 Jul 2004 in response to Solicitation Number: DAAE07-04-R-0714, signed by Al Ruoff, Jr., Sales Manager of your company.

(b) The contractor, in it's proposal, provided the following data for the listed clauses in this contract:

Section E, 52.246-4025, HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT -- TACOM QUALITY SYSTEM REQUIREMENT: other

Section E, 52.246-4028, INSPECTION POINT: Ruoff and Sons, Inc., 1030 Rose Avenue, Runnemede, New Jersey 08078

Shipping Characteristics: see I-80

Others: The contractor has represented that it does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation. Therefore, clause 252.247-7024 is hereby added to and made a part of this contract.

(c) Any attachments not included with this document will be provided by TACOM-Warren directly to the administrative contracting officer (ACO) via e-mail. A hard copy of the award will be sent to those ACOs not EDW (Electronic Document Workflow) capable. Technical data packages will be mailed by TACOM-Warren to the ACO on CD-ROM. Within one week of this award, any office not able to obtain these attachments from TACOM's website (<http://contracting.tacom.army.mil/>) and still requiring a copy, can request it by sending an e-mail message to the buyer listed on the front page of this contract.

(d) The contractor's Quality Control Manual, dated 19 May 1998, has been reviewed by PM-LAV and is deemed acceptable.

(e) Negotiations were finalized on 24 Sep 2004. The Government accepts your final unit price of \$30,500, as stated in your facsimile message of 24 Sep 2004, signed by Al Ruoff, Jr.

(f) All solicitation terms and conditions remain unchanged.

[End of Clause]

A-2	52.204-4016 (TACOM)	TACOM-WARREN ELECTRONIC CONTRACTING	JUL/2003
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(a) TACOM is now operating in an electronic contracting environment. All TACOM solicitations and awards are now distributed on the TACOM Warren Business Opportunities web page (<http://contracting.tacom.army.mil/opportunity.htm>) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web. Please see submission guidelines at <http://contracting.tacom.army.mil/userguide.htm> and <http://contracting.tacom.army.mil/ebidnotice.htm> for more information. Any requirements included in the solicitation take precedence over guidance found on the TACOM contracting web page.

(b) You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial web sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software developer's site, follow their instructions to download the free viewer. You then can return to the TACOM home page.

(c) You are required to submit your offer, bid, or quote electronically. See the provision entitled "Electronic Offers (or 'Quotes' or 'Bids') Required in Response to This Solicitation (or 'Request for Quotations')" for more specific information.

(d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on the TACOM Warren Business Opportunities web page represent complete OFFICIAL copies of contract awards and will include the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987) of our intention to release unit prices in response to any request under the Freedom of Information Act (FOIA), 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring to nor does it include Cost or Pricing data/information. If you object to such release, and you intend on submitting an offer, notify the PCO in writing prior to the closing date identified in this solicitation and include the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.

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MOD/AMD

Name of Offeror or Contractor: RUOFF & SONS, INC.

(e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (586) 574-7059, or send an email message to: acqcenweb@tacom.army.mil

(f) If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item. Additional help is available to small businesses from Government-funded Electronic Commerce Regional Centers (ECRCs) to implement EDI. Information on ECRC is available at <http://www.ecrc.ctc.com>

[End of Clause]

A-3 52.214-4003 ALL OR NONE MAR/1998
(TACOM)

Offers in response to this solicitation must be submitted for the total quantity of the items identified in the solicitation.

- (1) ONLY ONE AWARD WILL BE MADE AS A RESULT OF THIS SOLICITATION.
- (2) OFFERS SUBMITTED FOR LESS THAN THE TOTAL QUANTITIES OF ALL THE ITEMS IN THIS SOLICITATION WILL BE DEEMED NONRESPONSIVE.

[End of Clause]

A-4 52.215-4854 PAPERLESS ELECTRONIC RESPONSES REQUIRED IN RESPONSE TO THIS JUL/2002
(TACOM) SOLICITATION/REQUEST

TACOM WILL NOT ACCEPT PAPER OFFERS IN RESPONSE TO THIS SOLICITATION/REQUEST. YOU ARE REQUIRED TO SUBMIT YOUR OFFER, BID, OR QUOTE VIA PAPERLESS ELECTRONIC MEDIA. SEE THE PROVISION ENTITLED "ELECTRONIC OFFERS (OR 'QUOTES' OR 'BIDS') REQUIRED IN RESPONSE TO THIS SOLICITATION (OR 'REQUEST FOR QUOTATIONS')" FOR MORE SPECIFIC INFORMATION.

[End of Clause]

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-04-C-0803 MOD/AMD

Name of Offeror or Contractor: RUOFF & SONS, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																		
0001	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS NSN: 0000-00-000-0000 FSCM: 19207 PART NR: 12313205 SECURITY CLASS: Unclassified Part number 12313205 is comprised of one major subassembly: 10560905. (End of narrative A001)																						
0001AA	<u>PRODUCTION QUANTITY</u> NOUN: 81 MM MORTAR BIPOD PRON: T142T5074K PRON AMD: 02 ACRN: AA CUSTOMER ORDER NO: M9545004MP42059 <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: COMMERCIAL PACKAGING 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>W56HZV4105H005</td> <td>Y00000</td> <td>M</td> <td></td> <td>2</td> </tr> </table> <table border="0"> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DAYS AFTER AWARD</u></td> </tr> <tr> <td>001</td> <td>2</td> <td>0225</td> </tr> </table> FOB POINT: Destination SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION. The tentative shipping destination for this CLIN is Albany, Georgia. (End of narrative F001)	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	W56HZV4105H005	Y00000	M		2	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>	001	2	0225	2	EA	\$ 30,500.00000	\$ 61,000.00
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>																		
001	W56HZV4105H005	Y00000	M		2																		
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>																					
001	2	0225																					

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-04-C-0803 MOD/AMD

Name of Offeror or Contractor: RUOFF & SONS, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: 81 MM MORTAR BIPOD PRON: T142T5074K PRON AMD: 02 ACRN: AA CUSTOMER ORDER NO: M9545004MP42059</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: COMMERCIAL PACKAGING LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 002 W56HZV4105H006 Y00000 M 2 <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 1 0225</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p> <p>The tentative shipping destination for this CLIN is Albany, Georgia.</p> <p>(End of narrative F001)</p>	1	EA	\$ 30,500.00000	\$ 30,500.00

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-04-C-0803 MOD/AMD

Name of Offeror or Contractor: RUOFF & SONS, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: 81 MM MORTAR BIPOD PRON: T142T5074K PRON AMD: 02 ACRN: AA CUSTOMER ORDER NO: M9545004MP42059</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: COMMERCIAL PACKAGING LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 003 W56HZV4105H007 Y00000 M 2 <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 1 0225</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p> <p>The tentative shipping destination for this CLIN is Barstow, California.</p> <p>(End of narrative F001)</p>	1	EA	\$ 30,500.00000	\$ 30,500.00

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-04-C-0803 MOD/AMD

Name of Offeror or Contractor: RUOFF & SONS, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AD	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: 81 MM MORTAR BIPOD PRON: T142T5074K PRON AMD: 02 ACRN: AA CUSTOMER ORDER NO: M9545004MP42059</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: MILITARY PACKAGING LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 004 W56HZV4105H008 Y00000 M 2 <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 6 0225</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p> <p>The tentative shipping destination for this CLIN is TACOM, Warren, Michigan.</p> <p>(End of narrative F001)</p>	6	EA	\$ 30,500.00000	\$ 183,000.00

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-04-C-0803 MOD/AMD

Name of Offeror or Contractor: RUOFF & SONS, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	<p><u>CONTRACT DATA REQUIREMENTS LIST (CDRL)</u></p> <p>SECURITY CLASS: Unclassified</p>				
A001	<p><u>DATA ITEM</u></p> <p>SECURITY CLASS: Unclassified</p> <p>NOUN: Quality Conformance Inspection & Test Procedure</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>			\$ ** NSP **	\$ ** NSP **
A002	<p><u>DATA ITEM</u></p> <p>SECURITY CLASS: Unclassified</p> <p>NOUN: Government Audits/Inspection Response Report</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>			\$ ** NSP **	\$ ** NSP **
A003	<p><u>DATA ITEM</u></p> <p>SECURITY CLASS: Unclassified</p> <p>NOUN: Quality Deficiency Response Report</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>			\$ ** NSP **	\$ ** NSP **

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MOD/AMD

Name of Offeror or Contractor: RUOFF & SONS, INC.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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C-1	52.211-4015 (TACOM)	CONFIGURATION CONTROL - ENGINEERING CHANGES	APR/2004
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(a) DEFINITIONS:

(1) Engineering Change Proposal (ECP). An ECP is a suggestion that we (the Government) permanently change some requirement of the Technical Data Package (TDP). ECPs can be issued before or during contract performance. NOTE: The current Government Standard allows us ninety days to process routine ECPs. If you (the contractor) need a response in less than ninety days to meet contract requirements, you should consider submitting a deviation along with your ECP.

(2) Request for Deviation (RFD). A RFD is a one-time request to deviate from TDP requirements. You must submit your deviation request once you realize that you desire to deviate from the TDP requirements. You can request a deviation for a specific number of parts or the entire contract quantity.

(3) Value Engineering Change Proposal (VECP). A proposal that --

(i) Requires a change to the instant contract; and

(ii) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change --

(A) In deliverable end item quantities only;

(B) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or

(C) To the contract type only.

(4) Notice of Revision (NOR). A NOR describes the proposed changes to a technical document being requested by an ECP.

(b) When will TACOM start processing change requests? TACOM won't start processing any ECP, VECP, or RFD until we receive the ACO's comments (see paragraph (e) below) and the ECP, VECP, or RFD documentation.

(c) Contractor Responsibility. ECPs, VECPs, and RFD shall contain information per the instructions outlined on the Data Delivery Descriptions (DDD) which can be found at the following website: <http://contracting.tacom.army.mil/engr/engrchange.htm>. Forms for preparing an ECP, VECP, or a RFD can also be found at this website. You may use other media, as long as you give us all the information outlined in the DDDs.

(1) Identify the two-digit Weapon System Code (WSC) on your submittal. The WSC for this procurement is KM.

(2) The Contractor shall submit ECPs/VECPs/RFDs to the Government electronically. You must use one of the following electronic mediums: 100 megabyte Zip*-disk, 3 1/2 inch disk, 650 megabyte CD ROM, or E-mail. (E-mail files must be sized 3.5 mb or less.) Identify the software application, and version, that you used to create each file submitted.

(3) ECPs/VECPs/RFDs submitted in paper form are unacceptable and will be returned. You must use one of the following electronic formats:

(i) Files readable using these Microsoft 97 Office Products: Word, Excel, PowerPoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable.

(ii) Files in Adobe PDF (Portable Document Format).

(iii) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within your electronic ECPs/VECPs/RFDs and be accessible offline.

(iv) Other electronic formats. Before preparing your ECPs, VECPs or RFDs in any other electronic format, please e-mail the engineer, copy-furnished to the buyer and ACO, to obtain a decision as to the format's acceptability. Failure to e-mail the engineer to seek an alternate format's acceptability may result in rejection of your submission. All alternate methods must be at no cost to the Government. NOTE: The above formats may be submitted in compressed form using self-extracting files.

(d) Submittal Procedures for ECPs/VECPs/RFDs.

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MOD/AMD

Name of Offeror or Contractor: RUOFF & SONS, INC.

(1) Send one copy of the ECP, VECP or RFD in electronic format to your ACO.

(2) Send one copy of the ECP, VECP or RFD in electronic format to the buyer listed on the solicitation/ contract document.

WARNING - Submit complete, legible, virus free packages per paragraphs 1 and 2 above, or we may return your ECP/VECP/RFD without processing them.

(e) ACO Responsibility. Within ten working days from the day you receive the contractor's request, the ACO must prepare Comments on the ECP, VECP, or RFD in electronic format, and forward it as follows:

ECPs, VECPs, and RFDs. Email a copy of the contractor's request and ACO comments (DD Form 1998) to the engineer GaffkeS@tacom.army.mil and the buyer identified in block 7 of the solicitation cover sheet (SF 33), block 5 on the Standard Form 26, or block 6 on the DD Form 1155.

(f) Approval of ECPs, VECPs and RFDs.

(1) ECPs should be used to make permanent changes in the Government Technical Data Package (TDP). Contractual relief should be requested using a Request for Deviation. This is because the Government requires more time to analyze any proposal to permanently change the specification or TDP. Cost saving improvements to the TDP should be submitted as a VECP, if a VE clause is contained in the contract.

(2) ECPs. TACOM will review and make a decision within the ninety day timeframe. Notification of our decision will be made by the contracting officer or representative.

(3) RFDs. Decision on RFDs will be made within 30 days from the date we receive them from the ACO.

(g) Processing Emergency and Urgent ECPs. Ordinarily, ECPs submitted by the contractor will be deemed routine. If you submit an ECP that you consider to be an emergency or urgent (as defined in paragraph 11 of DDD for ECPs), you must immediately notify the PCO. TACOM will review the criticality of the ECP, and, if we determine that it is urgent or critical, we'll follow the appropriate processing time-frames as outlined in paragraph 11 of the DDD for ECPs.

(h) Reminder - Only the PCO can change the Contract. NO OTHER GOVERNMENT REPRESENTATIVE is authorized to make a commitment for, or bind the Government.

(i) RFDs shall contain sufficient pricing data to determine if a downward equitable adjustment to the contract is required.

(j) Questions.

(1) Questions about preparation and submittal of change request should be directed to the Government Quality Assurance Representative (QAR).

(2) Questions about the status of change requests you've already submitted, contact the buyer. You can find the buyer's name, number and e-mail address in block 7 of the solicitation cover sheet (SF 33), block 5 on the Standard Form 26, or block 6 on the DD Form 1155.

[End of Clause]

C-2 52.211-4053 REQUIRED TAILORING LANGUAGE TO ELIMINATE CLASS I OZONE-DEPLETING MAR/2000
(TACOM) SUBSTANCES (CIODS)

(a) The purchase description or Technical Data Package (TDP) for this contract incorporates one or more specifications or standards that, in their unmodified form, either authorize or require the use of Class I Ozone-Depleting Substances (CIODS). For purposes of your performance on this contract, those specifications (which are identified in paragraph (b) of this clause) are modified by special tailoring language which appears in the TACOM Acquisition Center's web-site. Directions for reaching our web-site and locating the required tailoring language appear in paragraph (c) of this clause.

(b) Tailoring language to eliminate the authorization or requirement to use Class I Ozone-Depleting Substances (CIODS) is hereby incorporated into this contract by reference. Packaging Specifications MIL-L-61002 and MIL-STD-129, where they apply, are affected by this tailoring language. Other specifications and standards affected are: N/A.

(c) The CIODS listing that contains the required tailoring language is on the TACOM Acquisition Center web-site, which you can reach by using this URL: <http://contracting.tacom.army.mil/ciods.html>

[End of Clause]

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-C-0803 MOD/AMD	Page 11 of 41
Name of Offeror or Contractor: RUOFF & SONS, INC.		

C.1 General

C.1.1 The Government requires 10 each 81 MM Mortar Bipod Assemblies (Bipod) for the Light Armored Vehicle-Mortar variant (LAV-M). The Bipod part number, 12313205, is comprised of one major subassembly: 10560905. The contractor shall supply all the design, hardware, and documentation necessary to satisfy the requirements of this Scope of Work.

C.2 Post Award Conference/Start of Work Meeting

C.2.1 The contractor shall host a combined Post Award and Start of Work meeting at its facility, unless some other location is agreed to by the parties, within 10 working days after contract award. This meeting may be conducted via Video Teleconference or Teleconference if all parties agree. The contractor shall, at a minimum, invite the Contract Specialist identified on the face page of the contract and the Administrative Contracting Officer (ACO) and provide at least 5 working days advance notice of the date, time, and location of the meeting. It is anticipated that no more than 10 Government personnel will attend the meeting. The primary topics for the combined meeting are the contract terms and conditions, the Contract Data Requirements List (CDRL), the contractor's drawings, the contractor's manufacturing facility, the contractor's quality assurance program, and any topics with which the contractor is concerned. The contractor shall provide the Government an agenda no later than 5 working days before the meeting. The contractor shall send the Government a copy of its minutes of the combined meeting no later than 5 working days after the meeting.

C.3 Data Submission Requirements

C.3.1 The contractor shall deliver all data under this contract electronically (unless otherwise specified) via Web site, electronic mail in MS Office and Windows compatible format, compact disc, or diskette (also see Provision H-10). The contractor shall deliver required data to the Government in accordance with the requirements of Exhibit A, the Contract Data Requirements List (CDRL).

C.3.2 In addition to the addresses listed in block 14 of the CDRL, the contractor shall submit an electronic copy of the transmittal letter for the data to the Contract Specialist identified on the face page of the contract.

C.4 Government First Article Test (FAT) Requirements

C.4.1 The contractor is responsible for packaging, materials, transportation, and/or labor necessary to ship the Bipod Assemblies to the test facility and back to the contractor's facility after testing is completed. The contractor shall assure that the Bipods are stowed, blocked, and braced to prevent damage during transit.

C.4.2 The Government will test and functionally validate completed Mortar Bipod Assemblies. This testing and validation consists of three phases. Phase I (pre-fire) consists of an arrival inspection and determination of the physical characteristics. The Government will examine each Bipod visually and manually, to assure completeness and function of the assembly, and move each Bipod through its entire operating range a minimum of two complete cycles. Any evidence of interference, erratic movement, or binding will be cause for rejection. The Government will functionally test the elevation mechanism, traversing mechanism, mortar clamp, and leveling mechanism. Phase II (fire) consists of a proof firing test. The Government will install the Bipods with Mortars in a LAV-M variant and fire them utilizing practice rounds with up to four propelling charge increments. Phase III (post-fire) consists of a functional test and inspection of the Bipod Assemblies as in Phase I.

C.4.3 Throughout the testing cycle, any evidence of interference, erratic movement, or binding will be cause for rejection. Any breaks, cracks, deformation, scoring, rust, or bright surfaces will be cause for rejection. For each round fired, the spring shall return to the in-battery position at various positions of the collar and tube support. There shall be no slippage of the mount collar or the traversing or cross leveling mechanisms during operation. The on-carriage fire control equipment shall remain locked in position and retain bore sight alignment throughout the test. Any occurrences related to the function of the Bipod Assemblies that affect crew safety will be cause for rejection.

C.4.4 The contractor may request that he be allowed to witness the testing.

C.5 FAT Refurbishment

C.5.1 The contractor shall refurbish the FAT units to like-new condition prior to final delivery to the Government. The contractor shall repair scratches and dings and any major catastrophic failures (i.e., complete Bipod failure); completely clean the units; touch up paint chips, wear marks, scratches, etc.; remove surface rust; and repaint the units as needed. After completing the refurbishment, the contractor shall package and ship the units in accordance with Sections B and D of the contract.

C.6 Environmental Provisions

C.6.1 The contractor shall not use cadmium, hexavalent chromium, asbestos, class I or class II ozone depleting substance, or other highly carcinogenic materials without approval from the Government. The contractor shall comply with all local, state, and federal requirements, regulations, and laws for the discharge of all waste bi-products created during the production of the Bipod Assemblies.

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C.7 Chemical Agent Resistant Coating (CARC) Paint Specification

C.7.1 The contractor shall apply CARC to the Bipod Assembly in accordance with MIL-C-46168D(3), MIL-C-53039A(2), MIL-C-5541E (Aluminum and Aluminum Alloys), and MIL-DTL-53072C. The contractor shall submit a waiver for application of CARC to screw and bolt threads, grease fittings, and other mechanical surfaces. The color shall be Green 383 in accordance with MIL-STD-595, Federal Standard for Colors Used in Government Procurement, color chip 34094. TT-C-490E is the recommended method for pretreatment of ferrous metals, while anodizing is the preferred method for aluminum materials.

*** END OF NARRATIVE C 001 ***

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SECTION D - PACKAGING AND MARKING

D.1 Preservation and Packaging

D.1.1 Contractor generated data submittals shall be preserved and packed sufficiently to ensure safe delivery at the point of delivery, in the event that the Government specifies submission of a hard copy. The contract requires delivery of data in electronic format unless otherwise specified. The contractor shall notify the Government of its intent to deliver a data item in electronic format to ensure the Government can use and access the contractor's proposed format. Unless otherwise specified, all data deliverables shall be in English.

D.2 Military Packaging

D.2.1 Any Bipod Assembly entering the military distribution system and scheduled for long-term storage shall be preserved and packaged in accordance with MIL-STD-2073-1D, "Standard Practice for Military Packaging", Military/B requirements.

D.2.2 Bipods shall be free of dirt and other contaminants which would contribute to the deterioration or which would require cleaning by the customer prior to use. Coatings and/or preservatives applied to the Bipod for protection are not considered to be contaminants.

D.2.3 The contractor shall provide protection by means of preservative coatings, volatile corrosion inhibitors, dessicants, and/or water proof or water-vapor proof barriers for components of the Bipod that are susceptible to corrosion or deterioration.

D.2.4 The contractor shall insulate Bipod components, which contain dissimilar metals subject to damage from electrolytic action, with suitable material to prevent the forming of galvanic cells.

D.2.5 The Bipod Assemblies will require protection from physical and mechanical damage. The contractor shall provide protection by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handling and shipment.

D.2.6 The unit container shall be an ASTM D 6251 Class 2 Overseas Wood-Cleated panel board shipping box so designed and constructed that it will contain the contents with no damage to the Bipod upon minimal damage to the unit container during shipment and storage plus subsequent handling.

D.2.7 Each unit container shall meet the performance level requirements in accordance with ASTM D 4169, "Standard Practice for Performance Testing of Shipping Containers and Systems", including Acceptance Criteria 1, Assurance Level II, and Distribution Cycle 1. Requirements outlined within ASTM D 4169 under Section 5, "Test Specimen", and Section 6, "Conditioning", are exempt from this level of effort. The unit container shall comply with the regulations of the carrier used and shall provide safe delivery to the destination at the lowest tariff cost.

D.2.8 The contractor shall heat treat to a core temperature of 56 degrees Celsius for a minimum of 30 minutes wood members used in assembling the unit container and interior supports that are made of non-manufactured wood. The container manufacturer and the manufacturer of wood used shall be affiliated with an inspection agency accredited by the board of review of the American Lumber Standard Committee. The container manufacturer and the manufacturer of wood used shall ensure traceability to the original source of heat treatment.

D.2.9 The unit package quantity shall be one (1) each.

D.3 Commercial Packaging

D.3.1 The contractor shall commercially package Bipod Assemblies not expected to enter the military distribution system. Under "commercial packaging", Bipods are preserved and packaged to provide minimum requirements for physical and mechanical protection, provide multiple handling, shipment by any mode, storage periods not less than 1 year in enclosed facilities without damage to the product, and suitable package quantities for redistribution without additional repackaging.

D.4 Unit Container

D.4.1 The unit container shall be cost effective and have a minimum cube to contain and protect the Bipod. The unit container (including any necessary blocking, bracing, cushioning, or waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination at the lowest tariff cost. The unit container shall be capable of multiple handling, stacking at least ten feet high, and storage under favorable conditions (such as enclosed facilities) for a minimum of one year.

D.5 Palletized Loads

D.5.1 The contractor shall palletize Bipods going to the same destination if they have a total cubic displacement of 50 feet or more unless skids or other forklift handling features are included on the unit container. Pallet loads must be stable and provide a level top for ease of stacking. A palletized load shall be of a size to allow for placement of two loads high and wide in a conveyance. The

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weight capacity of the pallet must be adequate for the load. The preferred commercial expendable pallet is a 40 x 48 inch, 4-way entry pallet, although variations may be permitted. The load shall be contained in a manner that will permit safe handling during shipment and storage.

D.6 Marking

D.6.1 The contractor shall mark the unit containers to show the conformance to the International Plant Protection Convention Standard. The quality mark shall be on both ends of the outer packaging, between the end cleats or battens and on two sides of the box. Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organization's compliance program.

D.6.2 The contractor shall mark unit packages and unitized loads in accordance with MIL-STD-129, Revision P, dated 15 Dec 2002, including bar coding. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract or not. Special markings include, but are not limited to, shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive material will not identify the nature of the material.

D.6.3 Contractors and vendors shall apply identification and address markings with bar codes in accordance with this standard. For shipments moving to overseas locations and for mobile deployable units, the in-the-clear address shall also include the host country geographic address and the APO/FPO address. A Military Shipment Label (MSL) is required for all shipments except contractor to contractor. The MSL shall include both linear and 2D bar codes per the standard. Direct Vendor Delivery (DVD) shipment documentation shall also be marked with additional bar codes. The DD Form 250 or the commercial packing list shall have additional issue/receipt bar coding applied as per DVD shipments in the standard (except for delivery to DLA Distribution Depots, e.g., New Cumberland, San Joaquin, Red River, Anniston). A packing list is required on each wood box in accordance with MIL-STD-129, Revision P, Paragraph 5.3.

D.6.4 The contractor may create MSLs using the Computer Automated Transportation Tool Military Shipment Label/Issue Receipt Release Document (CATT MSL/IRRD). See the web site at <http://www.asset-trak.com/catt/catt.htm> or download the software at http://www.asset-trak.com/catt/msl_irrddownload.htm. Be sure to bookmark this page for future releases of CATT MSL/IRRD. Insure that the "ship to" and "mark for" in-the-clear delivery address is complete, including consignee's name, organization, department name, office, building, room, street address, city, state, country code, and DODAAC.

D.6.5 Contractor to contractor shipments shall have the address markings applied to the identification-marked side of the exterior shipping container or to the unitized load markings. The following shall be marked: "FROM: name and address of consignor and TO: name and address of consignee".

*** END OF NARRATIVE D 001 ***

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SECTION E - INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-3	52.209-4	FIRST ARTICLE APPROVAL--GOVERNMENT TESTING [ALTERNATE I (JAN 1997) AND ALTERNATE II (SEP 1989)]	SEP/1989

(a) The Contractor shall deliver 2 unit(s) chosen by the Government from the entire contract quantity within 180 calendar days from the date of this contract or, if the DESIRED DELIVERY SCHEDULE clause is in section F, as specified in the clause, or as otherwise proposed by the contractor and accepted by the Government. the Government at the following address:

U.S. Army Aberdeen Test Center
Test Business Management Team
Aberdeen Proving Ground, Maryland 21005-5059

for first article tests. The shipping documentation shall contain this contract number and the Lot/Number identification. The characteristics that the first article must meet are specified elsewhere in this contract.

(b) Within 45 calendar days after the Government receives the first article, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall submit an additional first article for testing. After each request, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall furnish any additional first article to the Government under the terms and conditions and within the time specified by the Government. The Government shall act on this first article within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the DEFAULT clause of this contract.

(e) Unless otherwise provided in the contract, the Contractor--

(1) May deliver the approved first article as a part of the contract quantity, provided it meets all contract requirements for acceptance and was not consumed or destroyed in testing; and

(2) Shall remove and dispose of any first article from the Government test facility at the Contractor's expense.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the CHANGES clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) The Contractor is responsible for providing operating and maintenance instructions, spare parts support, and repair of the first article during any first article test.

(h) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.

(i) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the Offeror/Contractor and have been accepted by the Government. The Offeror/Contractor may request a waiver.

(j) The Contractor shall produce both the first article and the production quantity at the same facility.

[End of Clause]

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square foot to minimize chipping of the CARC system. All TT-C-490E (Type I) zinc phosphate pretreatment systems must be documented per ISO 9000 series and approved by the procuring activity prior to use. The procedure containing all the elements specified in paragraph 3.2 of TT-C-490E shall be submitted to the procuring activity no less than 45 days prior to start of work. Qualification will consist of verification that the process with its controls can meet the performance requirements in the specification. The performance of zinc phosphate or any proposed alternate pretreatment system must be demonstrated and approved by the procuring activity. Prior to production, a Letter of Approval shall be provided by the Contracting Officer. Requalification of the process shall be required if the process is changed outside the limits defined in the TACOM letter of system acceptance (Letter of Approval) provided to the application facility.

Note: Zinc phosphate systems for galvanized surfaces require separate qualification. Hot dipped galvanized surfaces are highly prone to chlorine/chloride contamination from the galvanizing flux process. This contaminant must be removed prior to pretreatment for the coating system to pass these performance tests. Due to the wide variation in zinc thickness with the hot dip galvanizing process, the dry film thickness of the primer will be verified with a Tooke gage or equivalent for the purpose of production and process control. Primer test coupons shall represent both the minimum and maximum nominal dry film thickness. The test coupons must duplicate the production painting process as closely as possible.

(b) Qualification of pretreatment systems for zinc galvanized substrates shall be performed using Accelerated Corrosion Test protocol contained in GM 9540P, Method B, rather than salt spray. Test coupons with pretreatment and primer only shall be cured for seven days, and then scribed through the primer to the substrate. After 40 cycles of test exposure, the test coupons shall be scraped at a 30 degree contact angle (approximate), with a one inch (approximate) metal blade such as a putty knife, both parallel and perpendicular to the scribe between 24 and 168 hours after removal from the cyclic salt spray chamber for coupon evaluation. There shall be no more than 3 mm of red rust creep, blistering, or loss of paint adhesion from the scribe line and no more than 5 blisters in the field with none greater than 1 mm diameter. This test shall be performed at two month intervals (two test coupons) to ensure that the process remains in control.

(c) Aluminum substrates require a chromate conversion coating per MIL-C-5541E (or alternate, see note below), after appropriate cleaning per TT-C-490E. If any other alternate pretreatment is considered, it must pass 120 cycles of GM9540P, as a scribed Q-panel when coated with the production primer. After completion of the cyclic salt environment exposure, the panels shall be scraped as described above, and shall have no more than 0.5 mm paint loss (creep-back) from the scribe. In addition, there shall be no more than 5 blisters in the field with none larger than 1mm diameter. After completion of the 120 cycle corrosion resistance test evaluation, each test panel will be subjected to cross hatch tape test (ASTM D3359, minimum tape adhesion rating of 45 oz. per inch of width). The test pattern shall be 4 lines x 4 lines scribed to the metallic layer at 2mm intervals (approximate) and shall be done no closer than 12 mm from any panel edge or the scribe. Multiple head cutters may be used. The removal of two or more complete squares of primer shall constitute failure. Any alternate system must demonstrate its ability to pass both corrosion and adhesion tests on 5 consecutive days of production to be considered acceptable. All process steps shall be documented IAW ISO 9000 series standards and approved by the procuring activity.

Note: The only alternative products which have demonstrated their ability to meet these requirements for 5000 and 6000 series aluminum alloys are Alodine 5200 and Alodine 5700.

(d) The use of TT-C-490E Type III: Vinyl Wash Primer (DOD-P-15328) is prohibited due to its hexavalent chromium content and high VOC level. The Army is committed to minimizing the use of HAPs and hazardous materials.

[End of Clause]

E-7 52.211-4029 INTERCHANGEABILITY OF COMPONENTS
(TACOM)

MAY/1994

(a) DESIGN CHANGES TO ITEMS NOT UNDER GOV'T DESIGN CONTROL. Once the Government accepts the first production test item, or accepts the first end item you deliver, (whichever comes first) you must not make design changes to any item or part that is not under Government design control.

(b) WHEN THE POLICY CAN BE WAIVED. The Procuring Contracting Officer (PCO) will consider waiving this policy at your request. If your request reaches the CO after the first production item test has been performed, then we may conduct another first production test at your expense.

(c) PRODUCTION OR DELIVERY DELAYS. Any production or delivery delays caused by this retesting will not be the basis for:

(1) an "excusable delay" as defined in the DEFAULT clause of this contract.

(2) be the basis for an increase in contract price or delivery schedule extension.

[End of Clause]

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E-8 52.211-4030 BASIC APPLICATION AND TESTING REQUIREMENTS FOR CHEMICAL AGENT JAN/2003
(TACOM) RESISTANT COATINGS (CARC) ON METALLIC SURFACES

(a) Scope: The requirements contained herein apply whenever any or all of the following specifications are cited in the contract: MIL-C-46168, MIL-C-53039, MIL-PRF-22750, or MIL-DTL-64159.

(b) CARC Primers: The preferred CARC primer for all applications is cathodic, epoxy electrocoat per MIL-C-53084. This primer can be directly substituted whenever MIL-P-53022 or MIL-P-53030 is specified on a drawing or specification. The dry film thickness table below contains mandatory minimum and maximum dry film thickness requirements. Failure of production painted hardware to comply with these ranges will dramatically impact the corrosion resistance and/or chip resistance of the CARC coating system. If the contractor does not possess the personnel or equipment to meet these mandatory thickness requirements, then cathodic epoxy electrocoat must be used. Any part that has rust, heat treat or mill scale must be abrasive blasted prior to the application of any coating. Select powder coat primers which have 0.0 VOCs and 0.0 HAPS can also be used as a direct replacement for MIL-P-53022 and MIL-P-53030 primers. These powder coat primers, however, can only be applied by TACOM-approved applicators. The qualification and application of these primers is controlled by "Performance Standard for Combat Grade Powder Coat Paint - U.S. Army - TACOM" and is available at <http://contracting.tacom.army.mil/engr/eng.htm>

(c) CARC Application: The dip application of any coating listed in the table below (with the exception of epoxy electrocoat which is specifically designed for dip application) is prohibited.

(d) End-Item Inspection. After the complete paint finish has been applied and cured* (See note below), the Contractor shall test and inspect two units per lot for (i)workmanship, (ii) total paint film thickness and (iii) paint adhesion. Unless otherwise agreed to between the Contractor and the cognizant Government quality assurance representative, a lot shall be defined as all units submitted for final Government acceptance at one time. The use of test panels in lieu of actual production units is prohibited. At final inspection, the cumulative total paint film thickness of pretreatment, primer, and topcoat shall at a minimum conform to the sum of the minimum thicknesses for individual elements of the paint finish as specified in Table I herein. Sufficient locations shall be spot-checked to ensure proper workmanship and paint thickness uniformity. The size and configuration of the unit as well as the number of vendors responsible for the paint finish of component parts shall be taken into consideration in determining the number of locations to be checked. The specific number of test locations shall be agreed to by the cognizant Government quality assurance representative in advance. In addition, two locations on each sample unit shall be selected conduct the scribe tape test. The test locations shall be routinely varied among the following:

- (1) Directly adjacent to a weld.
- (2) On or directly adjacent to a machine cut or sheared edge.
- (3) On any mechanically formed surface when lubricants/drawing compounds were used.
- (4) On paint touch-up areas.

The precise location for each scribe tape shall be in an inconspicuous location that has been accepted by the cognizant Government quality assurance representative before the test is conducted.

Upon completion of the scribe tape test, the scribe marks shall be feathered into the adjacent area and touched up with the required top coat so that the tested area again conforms to the applicable minimum specified in Table I herein.

*NOTE: The complete paint finish is defined as the pretreatment, primer, and topcoat applied to the substrate. Curing of the complete paint finish is dependent upon temperature, humidity, and paint film thickness. The time necessary to achieve sufficient adhesion to pass the scribe tape test must be determined by each facility. For purposes of this test, curing at ambient temperature will take 24 days. To accelerate the curing for purposes of product acceptance, the following procedure may be followed: Cure at 190 to 210 degrees F. for three hours (this is time at temperature and is therefore material thickness dependent), followed by 7 days at 65 degrees F. minimum.

(e) Test Methods:

(1) Film Thickness. Film thickness shall be verified with a nondestructive film gage. The gage shall be suitable for measurements over the applicable substrate material and shall have sufficient accuracy to ensure compliance to the thickness limitations. The gage shall be capable of being calibrated. If no other calibration specification or requirement is identified elsewhere in this contract, then the gage shall be calibrated in accordance with ISO 10012.

(2) Scribe Tape Test. The following test procedure shall be followed. The test surface shall be sufficiently warm and dry to ensure adhesion of the tape. All dimensions cited in this Scribe Tape Test description are approximate:

(a) Scribe four one-inch lines completely through the paint finish to the substrate, one sixteenth to three thirty-seconds of an inch apart.

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(b) Scribe four additional one-inch lines, completely through the paint finish, one sixteenth to three thirty-seconds of an inch apart, rotated 90 degrees with respect to the first set of lines. The resulting pattern shall contain nine squares.

(c) Press a length of A-A-1830, A-A-884, or any commercially available tape with a minimum adhesion rating of 45 oz. per inch of width firmly over the scribed pattern, rubbing out all air pockets.

(d) Wait ten seconds, minimum. Grasp a free end of the tape and at a rapid speed strip it from the paint surface by pulling the tape back upon itself at 180 degrees.

NOTE: The above two tests are not a substitute for corrosion test such as neutral salt spray or accelerated corrosion tests which verify coating durability.

(f) Acceptance Criteria:

(1) Film Thickness. All applicable surfaces shall have complete paint coverage. A minimum of 75% of the applicable surfaces of each test unit shall meet the minimum, cumulative dry film thickness requirements. Failure of either test unit shall result in rejection of the production lot that it represents.

DRY FILM THICKNESS TABLE

SPECIFICATION	DRY FILM THICKNESS (Mils)
	(MANDATORY RANGE)
DOD-P-15328*	0.3 - 0.5
MIL-PRF-23377	1.0 - 1.5
MIL-P-53022, Type I	1.0 - 2.5
MIL-P-53022, Type II	1.5 - 2.5
MIL-P-53030	1.5 - 2.5
MIL-P-53084	0.8 - 1.5
MIL-C-22750	1.3 - 2.5
MIL-C-46168	1.8 MINIMUM
MIL-C-53039	1.8 MINIMUM
MIL-DTL-64159	1.0 MINIMUM

* May not be allowed per contract due to VOC and hexavalent chromium content.

(2) Scribe Tape Test (Adhesion). The removal of two or more complete squares of top coat, or top coat-primer-pretreatment coating, from either test unit constitutes test failure and the production lot from which it comes is rejected. Removal of overspray does not constitute test failure.

NOTICE: The scribe tape test is designed to detect any major deficiency in the paint application process that would affect the durability of the CARC finish. Typical causes of failure are:

- (a) Inadequate cleaning of the substrate.
- (b) Contamination of the surface between coatings.
- (c) Excessive paint film thickness in a single coating application.
- (d) Application of a coating over a previous coating which has not been adequately cured.

[End of clause]

E-9 52.246-4024 SUBSTITUTING COMMERCIAL TEST RESULTS FOR REQUIRED CONTRACT TESTS APR/2000
(TACOM)

(a) GENERAL. At your request, we may delete all or some of the Government or contractor conducted tests required by this contract or order, under the following conditions:

- (1) You have (or your supplier has) previously supplied the identical item to us and we've accepted it, or:
- (2) You have commercial test reports, performance data, analytical data, or vendor reports demonstrating that the item you

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will be furnishing us meets the contract requirements.

(b) HOW TO SUBMIT A TEST-DELETION REQUEST.

(1) BEFORE CONTRACT AWARD - Submit your request along with your offer in response to our solicitation. Make sure that your offer includes an alternate price (that reflects how your offered price would change if we approve your request to delete the specified tests). If we approve your request to delete test requirements or substitute commercial testing procedures, we will evaluate your offer at the alternate price submitted with your request. If you don't submit an alternate price with your request, we'll evaluate your offer at the price you indicated in the Schedule. No adjustments will be made to the price after contract award.

(2) AFTER CONTRACT AWARD - Send your request to the buyer identified on the face page of the contract within 45 days after contract award.

(3) ALL REQUESTS MUST -

- identify the test(s) you want deleted;
- state the basis for your request;
- include a list of configuration changes made;
- demonstrate that you meet the conditions in paragraph (a)(1) or (a)(2) of this clause; and
- include an alternate price per paragraph (b)(1) above, if you make your request prior to award; or
- include proposed amount of equitable adjustment, if you make your request after award.

(c) SUPPORTING DATA. If we agree to delete a test or tests, you must keep the data you used to support your request for four years from the day we approved your request. You must provide us with such data if we ask for a copy.

(d) CONTRACT ADJUSTMENT. If we agree to delete a test or tests after contract award, we may negotiate an equitable adjustment in the contract price. Any such negotiation will be conducted using the rules given in the CHANGES--FIXED PRICE clause, FAR 52.243-1.

[End of Clause]

E-10 52.246-4027 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT--TACOM QUALITY SYSTEM OCT/1997
 (TACOM) REQUIREMENT (NEW DESIGN/DESIGN CONTROL/COMPLEX OR CRITICAL ITEM)

(a) As the contractor, you shall implement and maintain a quality system that ensures the functional and physical conformity of all products or services you furnish under this contract. Your quality system shall achieve (i) defect prevention and (ii) process control, providing adequate quality controls throughout all areas of contract performance.

(b) Your quality system may be based on (i) international quality standards such as ISO 9001, or (ii) military, or (iii) commercial, or (iv) national quality standards. (NOTE, however, that quality systems conforming to ISO 9002 or MIL-I-45208 or comparable are NOT acceptable for this contract.) You represent that your performance under this contract will be in accordance with your quality system, which is in compliance with:

- [] ISO 9001
- [] QS 9000
- [] ANSI/ASQ Q9001
- [] Other, specifically: _____

(Note: if you check the "Other" block because you intend to use an in-house quality system, or one based on a commercial, national, or international system not identified above, then in addition to identifying your proposed system in the space above, to the right of the word "Other," you must attach a description of this system to your offer in response to the solicitation, so that we can assess its suitability. If you receive a contract award, your proposed system will be required by the contract.)

(c) Certification of compliance for the quality system you identify above, by an independent standards organization or auditor, does not need to be furnished to us under this contract. However, you may attach a copy of such certification with your offer in response to the solicitation, as proof of system compliance.

(d) At any point during contract performance, we have the right to review your quality system to assess its effectiveness in meeting contractual requirements.

[End of Clause]

E-11 52.246-4028 INSPECTION POINT: ORIGIN FEB/1994
 (TACOM)

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We will inspect the supplies as described elsewhere in this solicitation/contract before acceptance. Fill-in the location, contractor's or subcontractor's plant, where origin inspection will occur.

CONTRACTOR'S PLANT:

(Name)_____
(Address) (City) (County) (State) (Zip)

SUBCONTRACTOR'S PLANT:

(Name)_____
(Address) (City) (County) (State) (Zip)

[End of Clause]

E-12 52.246-4029 ACCEPTANCE POINT: ORIGIN OCT/2002
(TACOM)

We will accept these supplies at the address or addresses designated in the Section E clause entitled INSPECTION POINT.

[End of Clause]

E-13 52.246-4048 DRAWINGS FOR INSPECTION NOV/1982
(TACOM)

The Contractor shall make available to the Government Inspector, at the time of production inspection, legible drawings and printed specifications to which the product was manufactured. These drawings and specifications shall be annotated as to the latest revision incorporated therein. Upon completion of product inspection and acceptance by the Government Inspector, all drawings and specifications will be returned to the Contractor.

[End of Clause]

E.1 Quality Assurance (QA) Program

E.1.1 The contractor shall establish, implement, document, and maintain a quality system that ensures conformance to contractual requirements. (Also see Provision E-10.) The contractor shall implement the requirements of ANSI/ASQC Q9001, ISO 9001, or an equivalent quality system model. No third party certification is required. The contractor shall develop a QA Program Manual or Plan as applicable to its quality system model. The contractor shall make this manual or plan available to the Government for review upon request. The contractor shall implement its QA Program within 60 days after contract award.

E.2 Data Inspection and Acceptance

E.2.1 The inspection and acceptance point for any data delivered under this contract is at Destination. Section 14 on the CDRLs lists the addresses of the destinations.

E.3 Certifications

E.3.1 The contractor shall prepare certifications for materials/components as identified by the Bipod drawing number 12313205 to verify the requirements of those particular materials/components are met. The contractor shall substantiate these certifications by attaching documented test reports, performance data, analytical data, or vendor reports. The contractor shall provide each certification to the Government at the time of FAT for review and approval. In the event that the Government disapproves any of the certifications, the contractor shall conduct additional tests/inspections or provide additional documentation at no additional cost to the Government.

E.4 Quality Assurance Inspection and Acceptance Requirements

E.4.1 The contractor is responsible for performing all the required inspections on each Bipod at the contractor's facility prior to delivery. The contractor, prior to the Government providing final acceptance, shall correct all deficiencies reported as a result of

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these inspections.

E.5 Quality Conformance Inspection and Test Procedures (QCI&TP)

E.5.1 The contractor shall develop QCI&TP for the inspection and acceptance of each Bipod built under this contract. The QCI&TP shall address inspection and acceptance criteria for the Bipods produced at the contractor's facility. The QCI&TP shall include the inspection and test controls specified in the drawings, specifications, and any related data required for acceptance of the Bipods. The contractor shall prepare the QCI&TP in contractor format and submit it to the Government for review and approval in accordance with CDRL A001.

E.6 Inspection of Production Bipod

E.6.1 The contractor shall conduct a complete inventory and final inspection of each Bipod prior to delivery, in accordance with the requirements specified or referenced in the Bipod drawing number 12313205. The final inspection shall be conducted utilizing the contractor-prepared QCI&TP. The contractor shall describe in writing on the deficiency sheet attached to the QCI&TP any deficiencies detected by the contractor or the Government during this inspection and shall correct the deficiencies prior to any acceptance by the Government. If a trend of quality or workmanship deficiencies becomes apparent through QCI, the Government has the right to stop acceptance of Bipods until the contractor corrects all the reported deficiencies.

E.7 In-Process Inspection

E.7.1 The Government reserves the right to inspect end items or any parts/components during all manufacturing processes and reject such material that does not conform to either Government or contractor drawings/specifications. The Government may perform such inspections at the contractor's predetermined inspection stations. The contractor shall correct all deficiencies detected during any contractor or Government inspection (end item or in-process) at no cost to the Government. The contractor shall provide assistance upon request during any Government inspection.

E.7.2 The contractor shall completely inspect each Bipod in accordance with the QCI&TP prior to delivery.

E.7.3 At least 20 calendar days prior to the inspection of the first Bipod, the contractor shall furnish electronic written notice to the Procurement and Administrative Contracting Officers (PCO and ACO) or their representatives of the time and location of the inspections so the Government may witness and participate in the inspection. At the time of the inspection, the contractor shall also make available for review by the Government representatives the contractor's record of inspections, tests, and certifications, previously conducted on the Bipods and components. The contractor shall describe in writing, on the deficiency sheet attached to the QCI&TP, all deficiencies detected by the contractor or Government and any corrective action taken. The contractor shall correct all deficiencies detected on the Bipod, supporting equipment, and documentation prior to delivery to the Government.

E.8 Quality System Audits/Inspections

E.8.1 The contractor shall make available for Government review, when requested, operating procedures and inspection records that document the contractor's adherence to its Quality System. The contractor is subject to procedural audits or product inspections at any point during the contract and shall provide audit/inspection assistance upon request. The Government will conduct audits and product inspections to verify the contractor's compliance to its quality program and documented operating procedures.

E.8.2 The PCO, ACO, or Government QAR will provide audit and inspection results to the contractor. In accordance with CDRL A002, the contractor shall respond to all unsatisfactory audit and inspection results within 30 days from receipt of the Government Audit/Inspection report(s) and provide corrective action. The contractor shall correct, in accordance with its documented QA Program, all deficiencies detected during any Government audit(s) or product inspections.

E.9 First Article Test (FAT) Requirements

E.9.1 The Government will provide final acceptance of the Bipod upon successful FAT and any necessary refurbishment (see paragraph C.5). FAT consists of satisfactory completion of a QCI and the satisfactory completion of Government testing. See paragraph C.4 for the detailed requirements for Government FAT.

E.9.2 Upon arrival of the Bipods at the test site, they shall undergo a complete inspection to verify proper installation, integration, and operation in accordance with the requirements of paragraph C.4. The contractor shall document all deficiencies on the Deficiency Sheet attached to the QCI&TP and correct them prior to the start of test.

E.9.3 The Government will equip the test vehicles and Bipods with test measurement instrumentation. Daily recordings will be made throughout Government testing. The Government will make data obtained from this test instrumentation available to the contractor on an as required basis.

E.9.4 The Government may waive the requirement for FAT where the contractor furnished supplies identical or similar to those called for in the schedule and the Government accepted those items. The contractor may request a waiver. (See paragraph L-11.)

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E.10 Government Testing

E.10.1 The Government will conduct testing in accordance with paragraph C.4, at a Government test site, on a minimum of 2 Bipod Assemblies. Testing, which will consist of safety testing and Operational Testing (OT), may last approximately 10 working days and will be in accordance with paragraph C.4 and a Government prepared test program plan. At its discretion, the Government may reduce the extent of the testing.

E.11 Impact of Test Failures/Defects

E.11.1 In the event of Bipod test failures, the Government reserves the right to retest the Bipod after correction of the defect(s) by the contractor. Corrective action shall be to the complete extent and duration specified in the test program or to such lesser extent as the PCO considers appropriate, in his sole discretion. The Government has the right to extend the specified test period due to contractor induced delays to the test program as a result of Bipod defects or retest of the contractor's corrective action. Extensions to the test period as a result of contractor induced delays and any retesting shall be at no additional cost to the Government. The contractor shall bear all costs for test delays and retests which are its responsibility and shall reimburse the Government for its additional costs attributable to such contractor induced delays in the conduct of the tests.

E.12 Correction of Deficiencies (COD)

E.12.1 The contractor is responsible for the correction of all deficiencies identified during Government FAT, at no increase in contract cost/price. A deficiency is defined as a failure to meet the requirements of paragraph C.4.

E.13 Product Quality Deficiency Reports (PQDR) -- Contractor Supplied Items

E.13.1 The contractor shall investigate, conduct failure analysis, and provide a corrective action response to all PQDRs (SF 368) generated by the user. PQDR investigations and failure analysis responses are limited only to the Bipod components that fail under this contract. The contractor shall conduct PQDR investigations for a period of two years after shipping the last Bipod to the customer. The Government will submit all PQDRs for response through the PCO or his authorized representative. The contractor shall notify the Government (AMSTA-PM-LAV-M), within 5 days after receipt of each PQDR, if an exhibit is required for failure analysis. The exhibit request shall include detailed instructions as to where the exhibit is to be sent along with a point of contact. In accordance with CDRL A003, upon completion of its investigation, the contractor shall prepare and provide a Quality Deficiency Response Report (QDRR) outlining the investigation results, summary of any failure analysis performed, and proposed corrective action. The contractor shall provide all PQDR corrective action responses to the Government within the following time frames:

Cat I -- 20 days without exhibit or 20 days after receipt of requested exhibit

Cat II -- 30 days without exhibit or 30 days after receipt of requested exhibit

In the event that the contractor requires more time to complete a PQDR investigation, the contractor may request from the PCO, or his authorized representative, that an extension be granted. This request shall include a complete summary of the work performed to date, justification for the requested extension, and the date when the contractor will provide the final response.

E.14 Quality Records

E.14.1 For a period of two years following the completion of the contract, the contractor shall keep complete and available to the Government quality records of the examinations and tests performed by the contractor.

*** END OF NARRATIVE E 001 ***

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SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-2	52.247-34	F.O.B. DESTINATION	NOV/1991
F-3	52.247-48	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT (DEVIATION)	FEB/1999
F-4	52.242-4022 (TACOM)	DELIVERY SCHEDULE	MAY/2000

(a) DEFINITIONS:

(1) CLIN means Contract Line Item Number, and refers to the contract items listed in Section B of this document.

(2) DAYS means the number of days after the date of contract award when you must deliver the stated quantity (QTY) of supplies.

(3) DELIVERY is defined as follows:

(i) FOB Origin - Contractor is required to deliver its shipment as provided in FAR 52.247-29(a)(1)-(4) by the time specified in the individual contract; or

(ii) FOB Destination - Contractor is required to deliver its shipment as provided in FAR 52.247-34(a)(1)-(2) by the time specified in the individual contract. The contractor must take into consideration the length of time necessary to deliver its shipment to the destination designated in the contract, to ensure that the item reaches its destination by the time reflected in the contract.

(b) The Government's proposed delivery schedule is:

<u>CLIN</u>	<u>DAYS</u>	<u>QUANTITY</u>
All	225 DAC	10 each

(c) If the successful offeror is granted a waiver of the First Article Test requirement, as contained in Section E, the proposed delivery schedule in the resulting contract shall be accelerated by 45 days, to reflect the removal of leadtime originally included in the delivery schedule to provide for manufacturing, testing, and approval of the first article.

(d) You can accelerate delivery: before First Article Test only with PCO approval; after FAT approval at no additional cost to the Government

(e) Proposing an accelerated delivery schedule will not prejudice your offer. However, if you propose a delivery schedule longer than the schedule listed above, your offer may be determined unacceptable for award.

(f) CONTRACTOR'S PROPOSED SCHEDULE:

(1) I WILL START DELIVERIES _____ DAYS AFTER THE AWARD DATE; OR, IF APPLICABLE, _____ DAYS AFTER AWARD IF FIRST ARTICLE TEST IS WAIVED.

(2) I WILL DELIVER A QUANTITY OF _____ UNITS EVERY 30 DAYS, BUT I HAVE THE CAPABILITY TO DELIVER UP TO A MAXIMUM OF _____ UNITS EVERY 30 DAYS.

[End of Clause]

F-5	52.211-16	VARIATION IN QUANTITY	APR/1984
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(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

ZERO percent increase; and
ZERO percent decrease.

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(c) This increase or decrease shall apply to THE TOTAL CONTRACTUAL QUANTITY.

[End of Clause]

F-6 52.242-4009 ACCELERATED DELIVERY--NOTICE OF SHIPMENT FEB/1998
 (TACOM)

(a) You must send a notice of shipment in accordance with FAR 52.242-12 REPORT OF SHIPMENT when:

-- You accelerate delivery, and

-- The accelerated delivery increment exceeds 20% of this contract's total delivery quantity.

(b) This clause doesn't relieve you of any other obligations or requirements of FAR 52.242-12, or of this contract. See the specific delivery schedule clause in the Schedule of this contract (which may also be given elsewhere in this Section F) to determine if acceleration is acceptable and under what conditions.

[End of Clause]

F-7 52.247-4017 DEPOT ADDRESS FOR THE APPLICABLE MODE OF SHIPMENTS: IN-THE-CLEAR MAY/2004
 (TACOM) ADDRESSES

Rail/ Motor SPLC*	MILSTRIP Address Code	Rail Ship To:	Motor Ship To:	Parcel Post Mail To:
206721/ 209405	W25G1U	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA 17070-5001

NOTE: All deliveries to New Cumberland MUST be scheduled at least 10 days prior to the delivery date. The carrier or contractor must call the New Cumberland DDSP customer service number, 800-307-8496 and provide the following information: contract number, item name, National Stock Number, total weight and cube, and vendor. All shipments to this MILSTRIP address code (W25G1U) are for mission stock and they will need to know that as well, but if you have instructions from the Contracting Officer to use MILSTRIP address code W25N14 instead, you must inform the appointment-taker that the delivery is for Consolidation and Containerization Point (CCP) stock. Appointments for FOB Origin shipments should be coordinated with DCMA Transportation.

875670/ 875675	W62G2T	Transportation Officer XU Def Dist Depot San Joaquin 25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000	Transportation Officer XU Def Dist Depot San Joaquin 25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000	Transportation Officer Dist Depot San Joaquin P O Box 96001 Stockton, CA 95296-0130
471995/ 471996	W31G1Z	Transportation Officer Anniston Army Depot, Bynum, AL	Transportation Officer Anniston Army Depot, Bynum, AL	Transportation Officer Anniston Army Depot, Anniston, AL 36201-5021
209741/ 209770	W25G1R	Transportation Officer Letterkenny Army Depot, Culbertson, PA	Transportation Officer Letterkenny Army Depot, Chambersburg, PA	Transportation Officer Letterkenny Army Depot, Chambersburg, PA 17201-4150
661136/ 661157	W45G19	Transportation Officer Red River Army Depot, Defense, TX	Transportation Officer Red River Army Depot, Texarkana, TX	Transportation Officer Red River Army Depot, Texarkana, TX 75507-5000
764538/ 764535	W67G23	Transportation Officer Tooele Army Depot,	Transportation Officer Tooele Army Depot,	Transportation Officer Tooele Army Depot,

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Warner, UT Tooele, UT Tooele, UT 84074-5003

***SPLC indicates Standard Point Locator Code.

NOTE: The following is applicable only when so specified in an individual order or delivery increment:

This requirement is a depot replenishment buy, a portion of which is or may be required to fill Direct Support System (DSS) requisitions. Shipment shall be made, as specified, to one or more of:

- New Cumberland Army Depot
- Red River Army Depot
- Sharpe Army Depot

prior to shipments to any other depots as may be designated. When more than one depot is designated for DSS shipments, priority shipments will be made equally to each of the designated destinations.

[End of Clause]

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SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ ITEM	ACRN	OBLG STAT	ACCOUNTING CLASSIFICATION	JOB ORDER NUMBER	ACCOUNTING STATION	OBLIGATED AMOUNT
0001AA	T142T5074K M9545004MP42059	AA	2	17 46110920383106785400674432D20380700004MP42059		\$	61,000.00
0001AB	T142T5074K M9545004MP42059	AA	2	17 46110920383106785400674432D20380700004MP42059		\$	30,500.00
0001AC	T142T5074K M9545004MP42059	AA	2	17 46110920383106785400674432D20380700004MP42059		\$	30,500.00
0001AD	T142T5074K M9545004MP42059	AA	2	17 46110920383106785400674432D20380700004MP42059		\$	183,000.00
						TOTAL	\$ 305,000.00

SERVICE NAME	TOTAL BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	OBLIGATED AMOUNT
Marine Corps	AA	17 46110920383106785400674432D20380700004MP42059	\$	305,000.00
			TOTAL	\$ 305,000.00

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	52.232-16	PROGRESS PAYMENTS (ALTERNATE I dated Mar 2000)	APR/2003
H-2	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	APR/2003
H-3	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
H-4	252.225-7013	DUTY-FREE ENTRY	JAN/2004
H-5	252.227-7036	DECLARATION OF TECHNICAL DATA CONFORMITY	JAN/1997
H-6	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
H-7	252.232-7004	DOD PROGRESS PAYMENT RATES	OCT/2001
H-8	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
H-9	252.246-7001	WARRANTY OF DATA	DEC/1991
H-10	52.204-4005	REQUIRED USE OF ELECTRONIC CONTRACTING	JUN/2004
H-11	52.246-4026 (TACOM)	LOCAL ADDRESSES FOR DD FORM 250	JAN/2002

(a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:

(1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address: DD250@tacom.army.mil

(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number: (586) 574-5527 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

(b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.

(c) The DD250 form may be found, in three different formats, on the World Wide Web at <http://webl.whs.osd.mil/icdhome/DD-0999.htm>

[End of Clause]

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SECTION I - CONTRACT CLAUSES

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 this address: <http://farsite.hill.af.mil/>

[End of Clause]

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	JUL/2004
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/2003
I-9	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-11	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-12	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-13	52.215-2	AUDIT AND RECORDS - NEGOTIATIONS	JUN/1999
I-14	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-15	52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS	OCT/1997
I-16	52.215-13	SUBCONTRACTOR COST OR PRICING DATA -- MODIFICATIONS	OCT/1997
I-17	52.215-14	INTEGRITY OF UNIT PRICES (ALTERNATE I, (OCT 1997))	OCT/1997
I-18	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY/2004
I-19	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-20	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	JUN/2004
I-21	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-22	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-23	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-24	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	DEC/2001
I-25	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-26	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-27	52.223-6	DRUG FREE WORKPLACE	MAY/2001
I-28	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JAN/2004
I-29	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-30	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-31	52.227-3	PATENT INDEMNITY	APR/1984
I-32	52.227-9	REFUND OF ROYALTIES	APR/1984
I-33	52.229-4	FEDERAL, STATE, AND LOCAL TAXES (NONCOMPETITIVE CONTRACT)	APR/2003
I-34	52.232-1	PAYMENTS	APR/1984
I-35	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-36	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-37	52.232-11	EXTRAS	APR/1984
I-38	52.232-17	INTEREST	JUN/1996
I-39	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-40	52.232-25	PROMPT PAYMENT	OCT/2003
I-41	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-42	52.233-1	DISPUTES	JUL/2002
I-43	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-44	52.242-4	CERTIFICATION OF INDIRECT COSTS	JAN/1997
I-45	52.242-12	REPORT OF SHIPMENT (REPSHIP)	JUN/2003
I-46	52.242-13	BANKRUPTCY	JUL/1995
I-47	52.243-1	CHANGES--FIXED-PRICE	AUG/1987
I-48	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-49	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-50	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN/2003
I-51	52.248-1	VALUE ENGINEERING	FEB/2000

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	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-52	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY/2004
I-53	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-54	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-55	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES	MAR/1999
I-56	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-57	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-58	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
I-59	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	FEB/2003
I-60	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-61	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	OCT/1998
I-62	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	JUN/2004
I-63	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS (ALT 1)	APR/2003
I-64	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	MAY/2004
I-65	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	APR/2003
I-66	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	SEP/2001
I-67	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JUN/1995
I-68	252.242-7000	POSTAWARD CONFERENCE	DEC/1991
I-69	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-70	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-71	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)	MAR/2000
I-72	52.204-7	CENTRAL CONTRACTOR REGISTRATION	OCT/2003

(a) Definitions. As used in this clause--

"Central Contractor Registration (CCR) database" means the primary Government repository for contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) code" means--

- (1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or
- (2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

"Registered in the CCR database" means that--

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;
- (2) The Contractor's CAGE code is in the CCR database; and
- (3) The Government has validated all mandatory data fields and has marked the records "Active."

(b)

- (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
- (2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation DUNS or DUNS+4 followed by the DUNS or DUNS+4 number that identifies the offerors name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

- (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com/> ; or
- (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

- (i) Company legal business name.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company physical street address, city, state and Zip Code.

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- (iv) Company mailing address, city, state and Zip Code (if separate from physical).
- (v) Company telephone number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Governments reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(1)

(i) If a Contractor has legally changed its business name, doing business as name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business days written notification of its intention to:

- (A) Change the name in the CCR database;
- (B) Comply with the requirements of Subpart 42.12 of the FAR;
- (C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the Suspension of Payment paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractors CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the Suspension of payment paragraph of the EFT clause of this contract.

(g) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

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52.223-3

HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA

JAN/1997

(a) Hazardous material, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract). (b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (If none, insert None)	Identification No.
------------------------------------	--------------------

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the

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apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Governments rights in data furnished under this contract with respect to hazardous material are as follows;

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.
(End of clause)

I-74 52.223-11 OZONE-DEPLETING SUBSTANCES MAY/2001

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

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).

[End of Clause]

I-75 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS JUL/2004

(a) Definitions. As used in this clause--

(1) "Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

(2) "Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)

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(1) The contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (May 2004)(15U.S.C. 637(d)(2) and (3)), in all subcontracts that offer subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002)(E.O. 11246);

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998)(29 U.S.C. 793);

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimum number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

[End of Clause]

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52.252-6

AUTHORIZED DEVIATIONS IN CLAUSES

APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

[End of Clause]

I-77

252.247-7023

TRANSPORTATION OF SUPPLIES BY SEA

MAY/2002

(a) Definitions. As used in this clause--

(1) Components means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) Department of Defense (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) Foreign flag vessel means any vessel that is not a U.S.-flag vessel.

(4) Ocean transportation means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) Subcontractor means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.

(6) Supplies means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) Supplies includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

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(7) U.S.-flag vessel means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)

(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-

(i) This contract is a construction contract; or

(ii) The supplies being transported are-

(A) Noncommercial items; or

(B) Commercial items that-

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information--

(1) Prime contract number;

(2) Name of vessel;

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- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(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 DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY	TOTAL
------------------	---------------------	----------	-------

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h) in all subcontracts that exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

[End of Clause]

I-78 252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA MAR/2000

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor--

- (1) Shall notify the Contracting Officer of that fact; and
- (2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause, including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties

- (1) In all subcontracts hereunder, if this contract is a construction contract; or

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(2) If this contract is not a construction contract, in all subcontracts under this contract that are for--

(i) Noncommercial items; or

(ii) Commercial items that--

(A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

[End of Clause]

I-79 52.204-4009 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION JUN/1999
(TACOM)

(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFQs.)

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

I-80 52.247-4458 GUARANTEED SHIPPING CHARACTERISTICS--F.O.B. DESTINATION SEP/2000
(TACOM)

(a) The offeror is required to complete subparagraph (b)(1), (2), and (3), of this clause, for each part or component, including all of its packaging. This information will be used by the Government to perform logistics management functions such as providing item sustainment, planning (e.g. estimating storage costs), and redistribution. You are not liable if you give us wrong information, however since the DOD uses this data in-house in existing data bases and because this information may be used in contingency planning it, we request that the information provided be as accurate as possible.

(b) Definitions of terms commonly used in the packaging and distribution environments are defined in ASTM D996 and should be consulted if any term used herein is in question.

(1) Unit Package:

(i) Specify the type of UNIT PACKAGE for each single unit of issue: A container in direct contact with and enclosing the product along with any required protective materials(s)(e.g. item is wrapped in neutral paper, polyethylene foam cushion wrapped, sealed in a waterproof bag, and placed in a fiberboard box).

(ii) Unit Package Exterior Size/Weight of Unit Package with contents:

Length__46"__ x Width__20"__ x Depth 20"__(expressed in inches)/Weight expressed in __90_ pounds

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(These are approximate figures only. Al Ruoff Jr.)

(2) Shipping Container:

- (i)(a) Exterior Size of SHIPPING CONTAINER AND CONTENTS THEREIN:
Length, _46"_ x Width, _40"_ x Height, __40"_ (expressed in feet and inches)
- (ii)(a) Number of unit packages per shipping container _3_ each
- (iii)(a) Gross weight of Shipping container and contents _280_ Lbs.
- (i)(b) Exterior Size of SHIPPING CONTAINER AND CONTENTS THEREIN:
Length, _46"_ x Width, _20"_ x Height, __20"_ (expressed in feet and inches)
- (ii)(b) Number of unit packages per shipping container _1_ each
- (iii)(b) Gross weight of Shipping container and contents _90_ Lbs.
- (i)(c) Exterior Size of SHIPPING CONTAINER AND CONTENTS THEREIN:
Length, _46"_ x Width, _40"_ x Height, __40"_ (expressed in feet and inches)
- (ii)(c) Number of unit packages per shipping container _4_ each
- (iii)(c) Gross weight of Shipping container and contents _370_ Lbs.
- (i)(d) Exterior Size of SHIPPING CONTAINER AND CONTENTS THEREIN:
Length, _46"_ x Width, _40"_ x Height, __20"_ (expressed in feet and inches)
- (ii)(d) Number of unit packages per shipping container _2_ each
- (iii)(d) Gross weight of Shipping container and contents _185_ Lbs.

(3) Unitized Loads:

- (i) Is the Load palletized, skidded, or some other platform device used as a base for handling and transporting as a single entity. Yes [] No []; describe: _____.
- (ii) Number of Shipping containers per pallet/skid _____ each.
- (iii) Weight of empty pallet, skid, platform, dolly, other device used as a base for handling and transporting materials _____ Lbs
- (iv) Size of Unit Load(pallet/skid including shipping container(s)assembled for handling and transportation as a single entity:
Length, _____ x Width, _____ x Height, _____ (expressed in feet and inches)
- (v) Gross Weight of Unit Load _____ Lbs;

[End of Clause]

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SECTION J - LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT DATA REQUIREMENTS LIST (CDRL)		003	

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Exhibit A

CONTRACT DATA REQUIREMENTS LIST

Form Approval OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.:	B. EXHIBIT:	C. CATEGORY:
D. SYSTEM/ITEM: 81MM Mortar Bipod Assys	E. CONTRACT/PR NO.:	F. CONTRACTOR:

1. DATA ITEM NO.: A001	5. CONTRACT REFERENCE: E.5	6. REQUIRING OFFICE: AMSTA-PM-LAV-M
2. TITLE OF DATA ITEM: Quality Conformance Inspection & Test Procedures	8. APP CODE:	9. DIST. STATEMENT REQUIRED:
3. SUBTITLE:	11. AS OF DATE:	
4. AUTHORITY: Contractor format		
7. DD 250 REQ: LT		
10. FREQUENCY: AS REQ		
12. DATE OF FIRST SUBMISSION: 60 DAC	13. DATE OF SUBS. SUB: SEE BLK 16	

14. DISTRIBUTION/ A. ADDRESSEES	B. COPIES	DRAFT / FINAL
*AMSTA-PM-LAV-B (Cheryl Oeder)		
(e-mail: oederc@tacom.army.mil)		
AMSTA-PM-LAV-M (Zack Lawrence)		
(e-mail: lawrencz@tacom.army.mil)	1 / 1	
	15. TOTAL	1 / 1

16. Remarks: Submit the QCI&TP electronically for Government review no later than 60 days after contract award. Submit final QCI&TP 30 days after receipt of Government comment. Contractor format is acceptable.
*Electronic letter of transmittal only to AMSTA-PM-LAV-B.

G. PREPARED BY: Zack Lawrence	I. APPROVED BY:
H. DATE: 17 May 2004	J. DATE

DD FORM 1423-E, MAY 99

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*** END OF NARRATIVE J 001 ***

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

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PIIN/SIIN W56HZV-04-C-0803

MOD/AMD

Name of Offeror or Contractor: RUOFF & SONS, INC.

CONTRACT DATA REQUIREMENTS LIST

Form Approval OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.:	B. EXHIBIT:	C. CATEGORY:
D. SYSTEM/ITEM: 81MM Mortar Bipod Assys	E. CONTRACT/PR NO.:	F. CONTRACTOR:

1. DATA ITEM NO. A002		
2. TITLE OF DATA ITEM: Government Audits/Inspection Response Report		
3. SUBTITLE:		
4. AUTHORITY: Contractor format	5. CONTRACT REFERENCE: E.8.2	6. REQUIRING OFFICE: AMSTA-PM-LAV-M
7. DD 250 REQ: LT	8. APP CODE:	9. DIST. STATEMENT REQUIRED:
10. FREQUENCY: AS REQ	11. AS OF DATE:	
12. DATE OF FIRST SUBMISSION: SEE BLK 16	13. DATE OF SUBS. SUB: AS REQ	

14. DISTRIBUTION/ A. ADDRESSEES	B. COPIES	DRAFT / FINAL
*AMSTA-PM-LAV-B (Cheryl Oeder)		
(e-mail: oederc@tacom.army.mil)		
AMSTA-PM-LAV-M (Zack Lawrence)		
(e-mail: lawrencz@tacom.army.mil)		/ 1
	15. TOTAL:	/ 1

16. Remarks:

Submit inspection and audit response reports within 30 days after receipt of Government Audits/Inspections reports for Government review and approval.

*Electronic letter of transmittal only to AMSTA-PM-LAV-B.

G. PREPARED BY: Zack Lawrence	I. APPROVED BY:
H. DATE: 17 May 2004	J. DATE:

DD FORM 1423-E MAY 99

PAGE_2_ OF _3_

*** END OF NARRATIVE J 002 ***

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 41 of 41****PIIN/SIIN** W56HZV-04-C-0803**MOD/AMD****Name of Offeror or Contractor:** RUOFF & SONS, INC.

CONTRACT DATA REQUIREMENTS LIST

Form Approval OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.:	B. EXHIBIT:	C. CATEGORY:
D. SYSTEM/ITEM: 81MM Mortar Bipod Assys	E. CONTRACT/PR NO.:	F. CONTRACTOR:

1. DATA ITEM NO. A003		
2. TITLE OF DATA ITEM: Quality Deficiency Response Report (QDRR)		
3. SUBTITLE:		
4. AUTHORITY: Contractor format	5. CONTRACT REFERENCE: E.13.1	6. REQUIRING OFFICE: AMSTA-PM-LAV-M
7. DD 250 REQ: LT	8. APP CODE:	9. DIST. STATEMENT REQUIRED:
10. FREQUENCY: AS REQ	11. AS OF DATE:	
12. DATE OF FIRST SUBMISSION: SEE BLK 16		13. DATE OF SUBS. SUB: AS REQ

14. DISTRIBUTION/ A. ADDRESSEES	B. COPIES	DRAFT / FINAL
*AMSTA-PM-LAV-B (Cheryl Oeder)		
(e-mail: oederc@tacom.army.mil)		
AMSTA-PM-LAV-M (Zack Lawrence)		
(e-mail: lawrencz@tacom.army.mil)		/ 1
	15. TOTAL:	/ 1

16. Remarks: Provide QDRR electronically within the following time frames:
Category I PQDR - Within 20 days without exhibit or 20 days after receipt of exhibit.
Category II PQDR - Within 30 days without exhibit or 30 days after receipt of exhibit.
*Electronic letter of transmittal only to AMSTA-PM-LAV-B.

G. PREPARED BY: Zack Lawrence	I. APPROVED BY:
H. DATE: 17 May 2004	J. DATE:

DD FORM 1423-E MAY 99

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*** END OF NARRATIVE J 003 ***