

2. Contract (Proc. Inst. Ident) No. W52P1J-07-D-0004	3. Effective Date 2006JAN26	4. Requisition/Purchase Request/Project No. SEE SCHEDULE
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5. Issued By HQ ARMY SUSTAINMENT COMMAND AMSAS-ACA-R RYAN LARRISON ROCK ISLAND, IL 61299-6500 BLDGS 350 & 390	Code W52P1J	6. Administered By (If Other Than Item 5) DCMA ORLANDO 3555 MAGUIRE BOULEVARD ORLANDO FL 32803-3726	Code S1002A
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SCD C PAS NONE ADP PT HQ0338

7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code) AEY, INC 925 41ST SUITE 306 MIAMI BEACH, FL 33140-3339 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	
To The Address Shown In:	
Code 1P6M1	Facility Code

11. Ship To/Mark For SEE SCHEDULE	Code	12. Payment Will Be Made By DFAS - COLUMBUS CENTER DFAS-COSOUTH ENTITLEMENT OPERATIONS P.O. BOX 182264 COLUMBUS, OH 43218-2264	Code HQ0338
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13. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()	14. Accounting And Appropriation Data
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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					
Contract Expiration Date: 2008DEC30					15G. Total Amount Of Contract \$0.00

16. Table Of Contents							
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Contracting Officer Will Complete Item 17 Or 18 As Applicable

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>W52P1J06R0129</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 MELANIE A. JOHNSON
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 2006JAN26

Name of Offeror or Contractor: AEY, INC

SECTION A - SUPPLEMENTAL INFORMATION

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

Regulatory Cite	Title	Date
A-1 52.204-7000 LOCAL	ONLINE REPRESENTATIONS AND CERTIFICATIONS APPLICATION (ORCA)	JUN/2005

Notice to All Contractors: In a final rule contained in the Federal Acquisition Circular 01- 26 (Item I, FAR Case 2002-24) published in the Federal Register on December 20, 2004, the Federal Acquisition Regulation was amended to require offerors to submit representations and certifications electronically via the Business Partner Network. Offerors shall complete an Online Representations and Certifications Application (ORCA) as soon as possible. This solicitation requires online certifications and representations. Failure to complete the ORCA registration may make the offeror ineligible for award. The ORCA can be found at <http://orca.bpn.gov>.

(End of narrative)

(AS7002)

A-2 52.252-4500 LOCAL	FULL TEXT CLAUSES	APR/2006
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(a) This contract incorporates one or more clauses and provisions by reference, with the same force and effect as if they were set forth in full text. Upon request the Contracting Officer will make their full text available.

(b) The entire body of full text regulatory clauses and provisions are no longer included in solicitations or contracts. These clauses and provisions have the same force and effect as if the entire full text was included in the solicitation/contract. Where text has been removed three asterisks are put in its place (***)

(c) You can view or obtain a copy of all clauses and provisions on the Internet at: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>. Click on command unique first to locate the clause. If it is not located under command unique click on regulatory to find.

(d) All full text clauses have a 6 or 7 as the third digit of the clause number (i.e., AS7000).

(End of narrative)

(AS7001)

1. Funds are not currently available for this procurement. The Contracting Officer has a high expectation that certified funds will soon be available; however, no award will be made unless certified funds are received.

2. This Request for Proposal (RFP) is for the following items which shall be acquired via full and open competition, best value procedures.

ANP = Afghanistan National Police

ANA = Afghanistan National Army

The following is a list of items that will be solicited under requirements type contract

Afghanistan National Army

Weapon System Used for Ammunition**

7.62 x 39mm Ball	AK-47 Assault Rifle
7.62 x 39mm Tracer	AK-47 Assault Rifle
7.62 x 39mm Blank	AK-47 Assault Rifle
7.62 x 39mm Ball	RPK Light Machine Gun
7.62 x 39mm Tracer	RPK Light Machine Gun
7.62 x 39mm Blank	RPK Light Machine Gun
7.62 x 54mm Ball	PKM Machine Gun
7.62 x 54mm Tracer	PKM Machine Gun
7.62 x 54mm Blank	PKM Machine Gun
7.62 x 54mm Ball	SVD Dragunov Sniper Rifle
9 x 19mm Ball	S & W 9mm Pistol & Walther P1 Pistol
7.62 x 54mm COAX Ball	PKT Tank Machine Gun

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Name of Offeror or Contractor: AEY, INC

7.62 x 54mm COAX Tracer	PKT Tank Machine Gun
7.62 x 54mm COAX Blank	PKT Tank Machine Gun
14.5mm Ball BRDM-2	KPTV Machine Gun
14.5mm Tracer BRDM-2	KPTV Machine Gun
GP 30 HE Impact	GP 30 Grenade Launcher
GP 30 HE Bounding	GP 30 Grenade Launcher
GP 30 Smoke	GP 30 Grenade Launcher
OG-7V HE/FRAG Grenade	RPG-7 Grenade Launcher
73mm HE	BMP-1 Fighting Vehicle
73mm HEAT	SPG-9 Recoilless Gun
Mortar, 82mm HE	82mm Russian Mortar
Mortar, 82mm Smoke	82mm Russian Mortar
Mortar, 82mm Illum	82mm Russian Mortar
PG-7 85mm Rockets	RPG-7 Grenade Launcher
115mm APFDS-T	T-62 Russian Tank
115mm HE	T-62 Russian Tank
115mm HEAT	T-62 Russian Tank
Mortar, 120mm HE	120mm Russian Mortar
Mortar, 120mm Smoke	120mm Russian Mortar
Mortar, 120mm Illum	120mm Russian Mortar
122mm HE	D-30 2A18M Towed Howitzer
122mm Smoke	D-30 2A18M Towed Howitzer
122mm Illum	D-30 2A18M Towed Howitzer
AT-3 ATGM HE, (Sagger)	BMP-1 Fighting Vehicle
AT-5A ATGM HE (Sprandel)	BRDM-2 Armored Vehicle
12.7 X 108mm Armor Piercing Ball Linked	YaKB Machine Gun
12.7 X 108mm Armor Piercing Ball Linked	DshKM Machine Gun
12.7 X 108mm Armor Piercing Tracer Linked	YaKB Machine Gun
12.7 X 108mm Armor Piercing Tracer Linked	DshKM Machine Gun
30 x 165mm Armor Piercing Tracer Linked	GSh-30 Gun
30 x 165mm Armor Piercing Tracer Linked	GSh-30 Gun
57mm S-5KO Aviation Rocket	UB-32 Rocket Launcher
57mm S-5KO Prac Aviation Rocket	UB-32 Rocket Launcher
57mm S-5KP Aviation Rocket	UB-32 Rocket Launcher
80mm S8KOM Aviation Rocket	B-8M1 or B8V20 Launcher Pod

Afghanistan National Police

7.62 x 39mm Ball	AK-47 Assault Rifle
7.62 x 39mm Tracer	AK-47 Assault Rifle
7.62 x 39mm Linked	AK-47 Assault Rifle
7.62 x 39mm Ball	RPK Light Machine Gun
7.62 x 39mm Tracer	RPK Light Machine Gun
9 x 19mm Ball	S & W 9mm Pistol & Walther P1 Pistol
7.62 x 54mm Ball	PKM Machine gun
12 Gage Buckshot	Mossberg Riot Shotgun M590 A1
12 Gage Slug	Mossberg Riot Shotgun M590 A1
40mm HE/FRAG Grenade	RPG-7 Grenade Launcher

** The weapons in this solicitation are for references purposes only, this procurement intentions is to purchase the ammunition for the weapons listed above.

Note: As a condition for award, offeror must certify and warrant that the ammunition or ammunition components being supplied pursuant to the schedule will fulfill all operability and safety requirements related to the specific weapons systems designated.

(Final Destination Kabul, Afghanistan)

3. One firm fixed-price award, on an all or none basis, will be made as result of this solicitation. The contract type that is going to be used is a two year Requirements contract.

4. The awardee will be required to deliver in three to six mouths from receipt of the task order. Task Order will be issued on a quarterly basis in accordance to the required ammunition needed at that particular time.

<small>AEY, INC</small> CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN	Page of MOD/AMD
Name of Offeror or Contractor:		

5. The Scope of Work attached in Section J of the solicitation states that CONUS sources shall deliver FOB Origin and OCONUS sources shall deliver FOB Destination. Offerors shall annotate in the Price Matrix in Exhibit A of each item in the space provided which FOB method will apply. Transportation costs for FOB Destination items shall be included in the unit price of the item and the transportation costs shall be annotated separately on the line provided in the Transportation Matrix in Exhibit B. (Note: To further clarify, CONUS sources of supply are not required to provide transportation costs. Only OCONUS or Free on board FOB Destination sources of supply will need to provide transportation costs).

6. All offerors are cautioned to pay specific attention to Section L, "Information to be Submitted". Offerors should read Section M, in its entirety, very carefully. This acquisition will be awarded based on evaluation of the offerors' proposal, using the factors and subfactors listed in Section M of the Request for Proposal (RFP). This Procurement is going to be based on the best value criteria for the Government; therefore, the award may be made to other than the low offeror.

7. Delivery of the item shall be required within 3 to 6 months from award of each task order.

8. Offerors should note the provision at FAR 52.215-1, "Instructions to Offerors - Competitive Acquisition". The Government intends to award a contract resulting from this RFP without discussions with offerors (except clarifications described in FAR 15.306(a)). Therefore, offerors initial proposals should contain the best terms. The Government does however, reserve the right to conduct discussions if determined necessary by the procuring contracting officer.

9. The safety precautions for ammunition and explosives will be waived in the solicitation only to the extent the contractor receives the ammunition items 'off the shelf' from an OCONUS foreign source and ships directly to the Afghanistan National Security Forces (ANSF) where they take possession of it and the ammunition is not stored in US government facility or other facility, or handled and transported by the US Government during the shipment process.

10. Offerors are cautioned to ensure that their proposals are fully complete, including all fill-ins and blanks in the solicitation.

11. Need to provide the transportation matrix in Section J of the solicitation on a write only CD and one written paper copy.

12. POC for this solicitation is Mr. Ryan Larrison.

*** END OF NARRATIVE A 0001 ***

1. The purpose of this amendment is to provide clarification on questions concerning this solicitation:

Question 1

In paragraph I-79 on page 22 of the solicitation, the Government has listed minimum order quantities. Are these quantities intended to be for each year or for each quarter?

Answer:

These quantities are only an estimate of the initial delivery order.

Question 2

Is there an age limitation on the items to be delivered under this contract?

Answer:

No, but material must be serviceable and issuable to all units without qualifications.

Question 3

What is the purpose of CLINS 0001AA Services Line Item?

Answer:

Not required, will delete it.

Question 4

With transportation cost being packaged into the unit price for OCONUS originations only. What is the purpose of the Transportation

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Matrix in Appendix B at maximum quantities?

Answer:

The purpose is to determine the number of estimated air missions required to move material and estimated cost per aircraft.

Question 5

For the SVD Dragunov Sniper Rifle, does the government want Standard 7.62 X 54 mm ammunition or Match/Special ammunition?

Answer:

Standard 7.62 x 54mm ammunition

Question 6

Should the GP 30 HE Impact be more properly identified as the VOG-25 40mm Bounding Grenade?

Answer:

Proper identification VOG-25 40 mm HE Grenades

Question 7

Should the GP 30 HE Bounding be more properly identified as the VOG-25P 40mm Bounding Grenade?

Answer:

Proper identification VOG-25P 40 mm HE Bounding Grenades

Question 8

Should the PG-7 85mm Rockets be more properly identified as the PG-7V HEAT 85mm Grenade?

Answer:

Proper identification PG-7V HEAT 85mm Grenades

Question 9

Should the 7.62 x 39mm Linked be more properly identified as the 7.62 x 39mm Blank?

Answer:

Proper identification 7.62 x 39mm Blank

Question 10

Does the Government want 2 3/4'' Standard or 3'' Magnum ammunition for 12 Gage Buckshot?

Answer:

Require 2 3/4'' Standard 12 Gage Buckshot

Question 11

Does The Government want 2 3/4'' Standard or 3'' Magnum ammunition for the 12 Gage Slug?

Answer:

Require 2 3/4'' Standard 12 Gage Slug

Question 12

Is the 40mm HE/FRAG Grenade on the Afghanistan National Police list the same as the OG-7V 40mm HE/FRAG Grenade on the Afghanistan National Army list?

Answer:The 40MM HE/FRAG Grenade for the Afghanistan National Police is the same as the OG-7V 40mm HE/Frag Grenade for Afghanistan National Army

Question 13

Are the quantities as stated guaranteed? If not, what minimum quantity are guaranteed?

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Answer:

This type of contract is a requirements contract so there is not a set guarantee minimum. The minimum quantities are only an estimate of the initial delivery order.

Question 14

What specific information do you want on the CD?

Answer:

The government is looking for information stated on page 38 of the solicitation.

Volume 1 of the CD should contain all of the past performance information with the factors and sub factors related to the past performance.

Volume 2 of the CD should contain all of the information regarding the Small Business Utilization.

Volume 3 of the CD should contain all of the Pricing information.

Question 15

Will surplus ammunition be acceptable so long as it is 100% serviceable with certification?

Answer:

Yes, but material must be serviceable and issuable to all units without qualification.

Question 16

The contractor was wondering what was the most likely shipping scenario: ship directly from the eastern bloc, or stage in the United States and ship from the United States?

Answer:

The solicitation states that Outside the Continental United States (OCONUS TO OCONUS) is the contractors responsibility for transporting. The scenario depends on where the contractor locates the ammunition.

Question 17

What is meant by "secure transport" as mentioned in the solicitation?

Answer:

The movement of sensitive ammunition under the department of transportation regulations and the equivalent regulations in the international countries.

Question 18

The items list by family on the bottom of page 23 of the solicitation; are these items to be included in the bid?

Answer:

Those items listed on page 23 of the solicitation are already included in the bid, those items are just grouped by ammunition families in that particular location, for example all of the mortars are grouped by their family group, all of the 7.62 x 39 mm are grouped together just for ordering limitations purposes.

Question 19

Under this solicitation would the brokering licenses from the US State Department (Directorate of Defense Trade Control) be required?

Answer:

These items are being procured in support of the Foreign Military Sales Case, any appropriate licenses under the International Traffic in Arms Regulation (ITAR), or any other importing or exporting licensing requirements which is the responsibility of the contractor.

Question 20

Several questions were presented on where the products can be accepted from other countries?

Answer:

The contractors need to check the laws and regulations to find the acceptable ammunition. The quality of materiel that the government is looking for is in the statement of work which states it may be produced under NATO spec, Warsaw Pact and/or commercial equivalent. Materiel must be serviceable - issueable without qualification.

Question 21

A contractor had a question about sea shipments and was wondering if that was ok. What port has been working the best for the Afghanistan?

Name of Offeror or Contractor: AEY, INC

Answer:

If the vendor determines sea shipping is the best method of movement, the government is going to require that we are provided movement plans since Afghanistan is a landlocked country. The movement method should reflect the ability for offloading at the host country's port, ability to transport sensitive materials through host country, including ability to obtain required documents for debarkation, transport, etc. through the host country.

2. All other terms and conditions remain unchanged.

*** END OF NARRATIVE A 0002 ***

1. The purpose of this amendment is to provide clarification to questions concerning this solicitation:

Question 1:

Amendment 1 of subject solicitation, question 9 seeks to clarify the requirement of 7.62 x 39 linked. Is the requirement for "links"?

Answer:

The proper identification is 7.62 x 39mm BLANK

Question 2:

Reference Page 3, Paragraph 4: There are certain items which may not be deliverable within six months.

Answer:

Paragraph 4 is hereby changed to read: "The awardee will be required to begin incremental deliveries in three to six months from receipt of the task order. Task Order will be issued on a quarterly basis in accordance to the required ammunition needed at that particular time".

Question 3:

Reference Page 12, F-17(b): Request this requirement either be made US only or deleted.

Answer:

Clause FS7007 is applicable to CONUS movements only.

Question 4:

Reference Page 14, H-3: Will the Government consider removing this clause?

Answer:

Clause HA6001 "Item Identification and Valuation" (252.211-7003) is hereby deleted.

Question 5:

Reference Page 18, H-4: Will the Government consider allowing the monthly report in contractor format?

Answer:

No.

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Name of Offeror or Contractor: AEY, INCQuestion 6:

Reference Page 28, I-89: Will the Government waive the requirement for 252.225-7014?

Answer:

Yes.

Question 7:

Clarify the minimum quantity of 9 x 19mm ball ammunition, detailed on page 23, under the requirement for the Afghanistan National Police. It is stated at 100,000 rounds, which seems very low.

Answer:

The minimum quantity of 9 x 19mm ball ammunition of 100,000 rounds is valid.

Question 8:

Do you know approximately how many task orders the government intends to issue per year?

Answer:

2-4 per year

Question 9:

What does COAX refer to in regards to the 7.62 x 54mm ammunition? Does this mean linked?

Answer:

The 7.62 x 54mm ammunition is linked in support of the PKT 7.62mm Coax Machine Gun

Question 10:

Is ammunition from China acceptable for this contract - assuming that it meets the technical specifications?

Answer:

The solicitation itself does not expressly prohibit any source of supply, but requires the ammunition be compatible with the identified weapon systems in good working order. However, any other statutory or regulatory restrictions, such as exporting and importing licensing requirements, that may effectively prohibit supplies from any source are the responsibility of each offeror to both identify and resolve.

Question 11:

Is it mandatory to use other Small Business in the context of this bid?

Answer:

Mandatory use of small business is not a requirement of this solicitation. Small Business Utilization is one of the Best Value evaluation factors for this solicitation. Placing emphasis on maximizing small business participation, including their own participation as a small business, will be evaluated during the source selection process.

Question 12:

For 7.62 x 39 (assault rifle) you mean with brass jacket?

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Name of Offeror or Contractor: AEY, INCAnswer:

Full Metal Jacket, Bimetal or Copper

Question 13:

For 7.62 x 39 (light machine gun) you mean waxed with brass jacket?

Answer:

7.62 x 39mm full metal jacket bimetal or copper linked or belted compatible with the weapon feed system

Question 14:

What is COAX?

Answer:

Linked or Belted compatible with weapon feed system

Question 15:

Shotgun 12: Do you mean 12 x 70 or 12 x 76?

Answer:

12 x 70mm (12 x 2.34 inch)

Question 16:

Package for machine gun ought to be linked?

Answer:

Linked or Belted compatible with weapon feed system

Question 17:

If package linked: Ought to be difference between package for light machine gun and tank machine gun?

Answer:

Linked or Belted compatible with weapon feed system.

Question 18:

What is required of the contract with regards to the disclosure of lobbying activities?

Answer:

Offerors should complete the solicitation in accordance with the clauses at FAR 52.203-11 and 52.203-12.

Question 19:

Must we give intricate details of the method of transport or will simply Airfreight from etc... to Destination or Seafreight from ... to Destination

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Name of Offeror or Contractor: AEY, INCAnswer:

The solicitation states that Outside the Continental United States (OCONUS TO OCONUS) is the contractor's responsibility for transport. The scenario depends on where the contractor initiates shipment of the ammunition. If the vendor determines air shipping is the best method of movement, details to be included are the estimated number of air missions required to move the materiel and estimated cost per aircraft. If the vendor determines sea shipping is the best method of movement, details to be included is estimated number of ships required to move the materiel and estimated cost per ship in addition the movement plan should include vendor's ability to obtain required documents for offload at host country's port, transportation of sensitive material through host country, etc since Afghanistan is land locked.

2. The closing date/time remains the same.
3. All other terms and conditions remain unchanged.

*** END OF NARRATIVE A 0004 ***

The purpose of this amendment is to provide a place of performance for CONUS shipments for evaluation purposes only in Exhibit C of section J of the solicitation and to address additional questions that were presented:

1. For clarification purposes OCONUS supplied items in the solicitation OCONUS shipments are FOB Destination for the purpose of risk of loss and transportation cost should be reflected in the per unit cost of the OCONUS shipments.
2. The information needed for CONUS supplied items shipments for evaluation purposes is a place of performance for each item that originates from a CONUS location. For transportation evaluations purposes the government needs the information provided in Exhibit C labeled Place of Performance-CONUS in Section J of the Solicitation.
3. Question 1

Regarding Amendment 0002, question 9 and 16 . The 7.62 x 54 ammunition is required to be compatible with the machine gun PKM and PKT. Both systems are belt fed, using ''non-disintegrating links''with the machine gun, which are loaded by the firer. Can you confirm that in this solicitation there is not a requirement to provide additional links with the ammunition?

Answer:

At this time we do not have a requirement for additional links. This list of items is not all inclusive and the customer could come in for additional links at some time during the life of the contract.

4. Question 2

Regarding the 7.62 x 54 mm links. What is the length of links the customer is looking for?

Answer:

The customer has wanted in the past 1:10 ratio links for the 7.62 x 54mm links, however these requirements can change based on mission objective of the Afghanistan National Police and Afghanistan National Army.

5. For clarification purposes referencing FAR 52.247-50 NO EVALUATION OF TRANSPORTATION COSTS for the purposes of this solicitation apply only to OCONUS transportation cost. The government will evaluate its transportation costs for any CONUS supplied items based on the place of performance identified by the offerors in Exhibit C for each item supplied CONUS in accordance with this FAR clause 52.247-4588 Transportation Evaluation.
6. The closing date of this solicitation is hereby, extended until September 13th 2006 at 3:30 PM CST.
7. All other terms and conditions remain unchanged.

*** END OF NARRATIVE A 0005 ***

1. The purpose of this amendment is to incorporate the following DFAR clause into the subject solicitation.

DFARS 252.225-7007 Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies.

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Name of Offeror or Contractor: AEY, INC

PROHIBITION ON ACQUISITION OF UNITED STATES MUNITIONS LIST ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES (SEPT 2006)

(a) Definitions. As used in this clause -

'Communist Chinese military company' means any entity that is -

(1) A part of the commercial or defense industrial base of the People's Republic of China; or

(2) Owned or controlled by, or affiliated with, an element of the Government or armed forces of the People's Republic of China.

'United States Munitions List' means the munitions list of the International Traffic in Arms Regulation in 22 CFR Part 121.

(b) Any supplies or services covered by the United States Munitions List that are delivered under this contract may not be acquired, directly or indirectly, from a Communist Chinese military company.

(c) The contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts for items covered by the United States Munitions List.

(End of clause)

2. The closing date and time remain unchanged.

3. All other terms and condition remain unchanged.

*** END OF NARRATIVE A 0006 ***

1. The purpose of this amendment is to extend the closing date to September 20, 2006 at 3:30 pm CST.

2. All other terms and condition remain unchanged.

*** END OF NARRATIVE A 0007 ***

1. The purpose of this modification is to further address issues that were presented in amendment 002 Question 19 and during the open discussion letters dated November 3, 2006.

2. This amendment is to reinforce the need for air transportation for this procurement into Afghanistan due to the cultural and country issues in the neighboring countries which was addressed in the open discussion letters.

3. The US Government hereby restricts OCONUS transportation into Afghanistan and requires the use of air transportation only into Kabul.

4. Contractors can submit an email message acknowledging this amendment to Ryan Larrison.

5. The US government hereby extends the date of the open discussion letters by two days, the closing date is November 17, 2006 at 3:30 CST.

5. All other terms and condition remain unchanged.

*** END OF NARRATIVE A 0008 ***

1. The purpose of this amendment is to extend the date of offeror's response to the open discussion letters, from Friday November 17, 2006 3:30 CST to November 20, 2006 3:30 CST.

2. Any revisions or submissions to a previously submitted response will be accepted no later than November 20, 2006 at 3:30 CST.

3. Specific acknowledgement of amendment 0007 is not required.

3. All other terms and conditions remain unchanged.

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*** END OF NARRATIVE A 0009 ***

1. The purpose of this award is to satisfy the requirement from Afghanistan National Special Forces to supply various non-standard ammunition items.
2. The award is being made to AEY Inc., Miami Beach, Florida.
3. The contractor must comply with all terms and conditions as stated in the basic solicitation and Amendments 0001 through 0007.
4. The AEY Inc. price matrix dated 11-16-06 is incorporated into this contract by reference only.
5. Individual task orders will be issued against this requirements contract.
6. Once individual task orders are awarded, early deliveries will be acceptable at no additional cost to the Government.

*** END OF NARRATIVE A 0010 ***

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Name of Offeror or Contractor: AEY, INC

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1 52.247-4503 LOCAL	STATEMENT OF WORK - TRANSPORTATION SECURITY REQUIREMENTS	MAR/2004

Supplies procured under this contract are identified as W52P1J06R0129, requiring Transportation Protective Service (TPS) in accordance with DoD 5100.76M (Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives) and DoD 4500.9R, Defense Transportation Regulation, parts II and III, as added to or amended by applicable military service policies in accordance with guidance provided by Defense Logistics Agency (DLA)/Defense Contract Management Agency (DCMA) or other components assigned to provide contract administration services (CAS) within designated/delegated geographic areas as specified under DoD 4105.59H, DOD Directory of Contract Administration Service Components, dated January 1985, and subsequent issues thereof for offshore/OCONUS procurements.

(End of statement of work)

(CS6101)

C-2 52.225-4502 LOCAL	STATEMENT OF WORK-ENGLISH LANGUAGE DOCUMENTATION	FEB/1992
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All contractor prepared material to be furnished under this contract shall be written in the English language.

(End of statement of work)

(CS7103)

C-3 52.248-4502 LOCAL	CONFIGURATION MANAGEMENT DOCUMENTATION	MAY/2001
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(a) The contractor may submit Engineering Change Proposals (ECPs), Value Engineering Change Proposals (VECPs) (Code V shall be assigned to an engineering change that will effect a net life cycle cost), including Notices of Revision (NORs), and Requests for Deviation (RFDs) for the documents in the Technical Data Package (TDP). The contractor shall prepare these documents in accordance with the Data Item Descriptions cited in block 04 on the enclosed DD Form 1423, Contract Data Requirements List.

(b) Contractor ECPs/VECPs shall describe and justify all proposed changes and shall include NORs completely defining the changes to be made. Contractors may also submit RFDs, which define a temporary departure from the TDP or other baseline documentation under Government control. The contractor shall not deliver any units incorporating any change/deviation to Government documentation until notified by the Government that the change/deviation has been approved and the change/deviation has been incorporated in the contract.

(c) If the Government receives the same or substantially the same VECPs from two or more contractors, the contractor whose VECP is received first will be entitled to share with the Government in all instant, concurrent, future, and collateral savings.

(d) Duplicate VECPs, which are received subsequently, will be returned to the contractor(s) without formal evaluation, regardless of whether or not the first VECP has been approved and accepted by the Government.

(End of clause)

(CS7600)

Statement of Work - Section "C":

Quality: Material may be produced under NATO spec, Warsaw Pact spec, and/or commercial equivalent. Ammunition lot size shall be agreed upon between the contractor and contracting officer - lot identification in accordance with best commercial practices. Material must be serviceable - issued without qualification.

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*** END OF NARRATIVE C 0001 ***

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Name of Offeror or Contractor: AEY, INC

SECTION D - PACKAGING AND MARKING

Packaging: Package in cartons in accordance with the best commercial practice for international shipment

*** END OF NARRATIVE D 0001 ***

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MOD/AMD

Name of Offeror or Contractor: AEY, INC

SECTION E - INSPECTION AND ACCEPTANCE

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402

(End of Clause)

(EA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES-FIXED-PRICE	AUG/1996
E-2	52.246-15	CERTIFICATE OF CONFORMANCE	APR/1984
E-3	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984

Statement of Work - Section "E":

Inspection and Acceptance: Certificate of compliance, or equivalent, that the ammunition can be safely fired in good condition, originally chambered weapons designated in the statement of work. The DD250 signed by the United States Government is required for proof of acceptance and is to be performed FOB Origin or FOB Destination.

*** END OF NARRATIVE E 0001 ***

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MOD/AMD

Name of Offeror or Contractor: AEY, INC

SECTION F - DELIVERIES OR PERFORMANCE

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(FA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.211-17	DELIVERY OF EXCESS QUANTITIES	SEP/1989
F-2	52.242-15	STOP-WORK ORDER	AUG/1989
F-3	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-4	52.247-29	F.O.B. ORIGIN	FEB/2006
F-5	52.247-34	F.O.B. DESTINATION	NOV/1991
F-6	52.247-43	F.O.B. DESIGNATED AIR CARRIER'S TERMINAL, POINT OF EXPORTATION	FEB/2006
F-7	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999
F-8	52.247-52	CLEARANCE AND DOCUMENTATION REQUIREMENTS-SHIPMENTS TO DOD AIR OR WATER TERMINAL TRANSSHIPMENT POINTS	FEB/2006
F-9	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
F-10	52.247-59	F.O.B. ORIGIN - CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
F-11	52.247-61	F.O.B. ORIGIN-MINIMUM SIZE OF SHIPMENTS	APR/1984
F-12	252.247-7023 DFARS	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
F-13	252.247-7023 DFARS	TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002) - ALTERNATE I	MAR/2000
F-14	52.247-33	F.O.B. ORIGIN, WITH DIFFERENTIALS	FEB/2006

(c)(4) Offeror's differentials in cents for each 100 pounds for optional mode of transportation, types of vehicle, transportation within a mode, or place of delivery, specified by the Government at the time of shipment and not included in the f.o.b. origin price indicated in the Schedule by the offeror, are as follows:

_____(carload, truckload, less-load,
_____(wharf, flatcar, driveaway, etc.)

(End of clause)

(FF8005)

F-15	52.247-60	GUARANTEED SHIPPING CHARACTERISTICS	DEC/1989
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(a) The offeror is requested to complete subparagraph (a)(1) of this clause for each part or component which is packed or packaged separately. This information will be used to determine transportation costs for evaluation purposes. If the offeror does not furnish sufficient data in subparagraph (a)(1) of this clause to permit determination by the Government of the item shipping costs, evaluation will be based on the shipping characteristics submitted by the offeror whose offer produces the highest transportation costs or in the absence thereof, by the Contracting Officer's best estimate of the actual transportation costs. If the item shipping cost, based on the actual shipping characteristics, exceed the item shipping costs used for evaluation purposes, the Contractor agrees that the contract price shall be reduced by an amount equal to the difference between the transportation costs actually incurred and the costs which would have been incurred if the evaluated shipping characteristics had been accurate.

(1) To be completed by the offeror:

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Name of Offeror or Contractor: AEY, INC

(i) Type of container: Wood Box _____, Fiber Box _____, Barrel _____, Reels _____, Drums _____,
Other (specify) _____

(ii) Shipping Configuration: Knocked-down _____, Set-up _____, Nested _____, Other (specify) _____

(iii) Size of container: _____ (length), _____ x _____ (width), _____ x _____ (height), _____ Cubic Ft;

(iv) Number of items per container: _____ Each;

(v) Gross Weight of container and contents _____ Lbs;

(vi) Palletized/skidded ___Yes ___ No,

(vii) Number of containers per pallet/skid _____ ;

(viii) Weight of empty pallet bottom/skid and sides _____ Lbs;

(ix) Size of pallet/skid and contents _____ Lbs Cube ; _____

(x) Number of containers or pallets/skids per railcar _____*

Size of railcar _____

Type of railcar _____

(xi) Number of containers or pallets/skids per trailer _____*

Size of trailer _____ Ft

Type of trailer _____

*Number of complete units (contract line item) to be shipped in carrier's equipment.

(2) To be completed by the Government after evaluation but before contract award:

(i) Rate used in evaluation _____ ;

(ii) Tender/Tariff _____ ;

(iii) Item _____ .

(b) The guaranteed shipping characteristics requested in paragraph (a)(1) of this clause do not establish actual transportation requirements, which are specified elsewhere in this solicitation. The guaranteed shipping characteristics will be used only for the purpose of evaluating offers and establishing any liability of the successful offeror for increased transportation costs resulting from actual shipping characteristics which differ from those used for evaluation in accordance with paragraph (a) of this clause.

(End of clause)

(FF6012)

F-16

52.247-4504

TRANSPORTATION SECURITY REQUIREMENTS FOR CONTRACTOR-TO-CONTRACTOR

MAR/2004

LOCAL

SHIPMENTS

(a) Supplies procured or furnished under this contract/subcontract, which are shipped between two or more contractors, and which are qualified as sensitive in accordance with DoD 5100.76-M (Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives), or are shipped as DOT Class A or B Explosives, require special Transportation Protective Service (TPS) during shipment from all points of origin to all destinations. TPS will be equivalent to the DoD security standard for the applicable sensitive category or explosive class identified under DoD 4500.9R, Defense Transportation Regulation, parts II and III, as added to or amended by applicable military service policies in accordance with guidance provided by Defense Logistics Agency (DLA)/Defense Contract Management Agency (DCMA).

(b) Shipper's Defense Contract Management Agency (DCMA) transportation offices will furnish assistance in providing the sensitive category of items to be shipped, determining the TPS required, and obtaining the TPS from commercial carriers as

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necessary.

(c) This clause must be entered in all contracts/subcontracts at any tier.

(End of clause)

(FS7115)

F-17 52.247-4531 COGNIZANT TRANSPORTATION OFFICER
LOCAL

MAY/1993

(a) The contract administration office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:

(1) Submit, as necessary, DD Form 1659, Application for U.S. Government Bill(s) of Lading/Export Traffic Release, in triplicate at least ten days prior to date supplies will be available for shipment;

(2) Obtain shipping instructions as necessary for F.O.B. Destination delivery, and

(3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and movement control, including air and water terminal clearances.

(4) For FMS, at least ten days in advance of actual shipping date the contractor should request verification of "Ship to" and "Notification" address from the appropriate DCMAO.

(b) The contract administration office will provide to the contractor data necessary for shipment marking and freight routing.

(c) The contractor shall not ship directly to a military air or water port terminal without authorization by the designated point of contact.

(End of clause)

(FS7240)

F-18 52.247-4551 SPECIAL TRANSPORT/LOADING REQUIREMENTS (HAZARDOUS)
LOCAL

FEB/1996

(a) In addition to requirements set forth under General Provision, "Loading, Bracing, and Blocking of Freight Car Shipments," rail shipments will be loaded, blocked and braced in accordance with rules and methods contained in the current editions of Uniform Freight Classification, Association of American Railroads Pamphlet No. 14, Circular 42G and Rules Governing Loading of Commodities on Open Top Cars, Bureau of Explosives Tariff No. BOE 6000 publishing Hazardous Materials Regulations of the Department of Transportation, and Bureau of Explosives Pamphlets No. 6, 6A as applicable. Uniform Freight Classification may be procured from the regulatory classification agent covering territory from which shipment will be made. AAR Pamphlets, Circular and Rules may be procured from the Bureau of Explosives, 59 E. Van Buren St., Chicago, IL 60605. Bureau of Explosives Tariff No. BOE 6000 and Bureau of Explosives pamphlets may be procured from the Bureau of Explosives, Association of American Railroads, 1920 L Street, Washington, D.C. 20036. U.S. Army Defense Ammunition Center (USADAC) approved drawings contained within Index of U.S. Army Unitization, Storage and Outloading Drawings for Ammunition and Components is specifically applicable to rail loading, blocking and bracing of this item and may be secured by the Contracting Officer or the Defense Contract Management Agency (DCMA).

(b) Truck shipments will be loaded, blocked and braced in accordance with rules and methods contained in the current editions of National Motor Freight Classification and American Trucking Association, Inc., Motor Carrier's Explosives and Dangerous Articles Tariff, as applicable and effective at the time of shipment. These publications may be procured from the American Trucking Association, Inc., Tariff Order Section, 1616 P St., N.W., Washington, D.C. 20036. USADACS approved drawings contained within Index of U.S. Army Unitization, Storage and Outloading Drawings for Ammunition and Components is specifically applicable to motor, loading, blocking and bracing of this item and can be secured from the Contracting Officer or DCMA.

(c) TOFC "Piggyback" shipments will be loaded, blocked and braced in accordance with Bureau of Explosives Pamphlet No. 6C or AAR Circular No. 43, copies may be obtained from addresses given in para (a) above. USADAC approved drawings contained within Index of U.S. Army Unitization, Storage and Outloading Drawings for Ammunition and Components is specifically applicable to loading, blocking and bracing for TOFC shipments and may be obtained from the Contracting Officer or DCMA.

(d) Container shipments will be loaded, blocked and braced in accordance with USADAC drawings contained within Index of U.S. Army Unitization, Storage and Outloading Drawings for Ammunition and Components which is specifically applicable to

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loading, blocking and bracing of container shipments and may be secured from the Contracting Officer or the DCMA.

(e) Except as the carrier(s) may be liable, the contractor shall be liable to the Government for any loss or damage resulting from improper loading and/or furnishing and installing dunnage material by the contractor for shipments to be made under this contract.

(End of clause)

(FS7007)

Statement of Work - Section "F":

Delivery: Delivery will be FOB Origin if ammunition source originates CONUS. Delivery will be FOB Destination if ammunition source originates OCONUS. Transportation must be most efficient / economical method to meet customer required delivery date of 3 to 6 months from award task orders.

Note: Need to provide the transportation matrix in Section J of the solicitation on a write only CD and one written paper copy.

*** END OF NARRATIVE F 0001 ***

Name of Offeror or Contractor: AEY, INC

SECTION H - SPECIAL CONTRACT REQUIREMENTS

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(HA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.247-7024 DFARS	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	MAR/2000
H-2	252.223-7001 DFARS	HAZARD WARNING LABELS	DEC/1991

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL	ACT
None	

(End of clause)

(HA8704)

H-3	52.242-4558 LOCAL	INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PRODUCTION PROGRESS REPORTS	JUN/1996
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(a) Production Progress Report (DD Form 375) and Production Progress Report Continuation (DD Form 375c) shall be prepared in accordance with instructions thereon. These forms shall be submitted as required for each separate contract item (identified by noun description not by line item number).

(b) The form(s) shall be submitted on a monthly basis within two workdays after each reporting period, beginning with the end of the first full month following contract date. In addition, the contractor shall promptly submit a DD Form 375 reporting any delay in the scheduled delivery or completion as soon as known or anticipated. The forms shall be distributed as follows:

<u>ACTIVITY</u>	<u>ADDRESS</u>	<u>NO. OF COPIES</u>
1. Purchasing Office	AMSAS-ACA-R attn: PCO 1 Rock Island Arsenal, Rock Island, IL 61299-6000	1
2. Requirements	AMSJM-SAA, 1 Rock Island Arsenal, Rock Island, IL 61299-6000	1
3. Send additional copies to Awardees local DCMA Office.		1

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Name of Offeror or Contractor: AEY, INC

(End of clause)

(HS6026)

H-4 52.246-4557 MATERIAL INSPECTION AND RECEIVING REPORTS (DD FORM 250) JAN/1995
LOCAL

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

Send copies to:

1. Purchasing Office

AMSAS-ACA-R attn: PCO 1 Rock Island Arsenal, Rock Island, IL 61299-6000

2. Requirements

AMSJM-SAA, 1 Rock Island Arsenal, Rock Island, IL 61299-6000

3. Send additional copies to Awardees local DCMA Office.

(End of clause)

(HS6025)

H-5 5101.602-2 AVAILABILITY OF FUNDS OCT/2001
AFARS

Funds are not presently available for this acquisition. No contract award will be made until appropriated funds are made available from which payment for contract purposes can be made.

(End of clause)

(HD7006)

H-6 52.242-4591 CONTRACTOR PERFORMANCE INFORMATION DEC/2005

The successful offeror/bidder under this solicitation is advised that after contract award its performance under this contract will be subject to an assessment(s) in accordance with FAR 42.15 and AFARS 5142.1503-90. The Army Past Performance Management System (PPIMS) will be used to maintain the performance report(s) generated on this contract. The rating system to be used in this assessment shall be as follows:

Exceptional (Dark Blue) Performance meets contractual requirements and exceeds many to the Governments benefit. The contractual performance of the element or sub element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.

Very Good (Purple) Performance meets contractual requirements and exceeds some to the Governments benefit. The contractual performance of the element or sub element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.

Satisfactory (Green) Performance meets contractual requirements. The contractual performance of the element or sub element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.

Marginal (Yellow) Performance does not meet some contractual requirements. The contractual performance of the element or sub element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractors proposed actions appear only marginally effective or were not fully implemented.

Unsatisfactory (Red) Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub element contains serious problem(s) for which the contractors corrective actions appear or were ineffective.

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The evaluation procedures to be used in this assessment, which include coordination with the contractor, are detailed in AFARS 5142.1503-90.

(End of clause)

(HS7015)

H-7

52.247-4545

PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION

MAY/1993

LOCAL

The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

For contracts involving F.O.B. Origin shipments furnish the following rail information:

Does Shipping Point have a private railroad siding//// YES NO

If YES, give name of rail carrier serving it: _____

If NO, give name and address of nearest rail freight station and carrier serving it:

Rail Freight Station Name and Address: _____

Serving Carrier: _____

(End of clause)

(HS7600)

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Name of Offeror or Contractor: AEY, INC

SECTION I - CONTRACT CLAUSES

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

	<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	SEP/2006
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	SEP/2005
I-9	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.204-7	CENTRAL CONTRACTOR REGISTRATION	JUL/2006
I-11	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	SEP/2006
I-12	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-13	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-14	52.215-2	AUDIT AND RECORDS - NEGOTIATION	JUN/1999
I-15	52.215-8	ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT	OCT/1997
I-16	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-17	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY/2004
I-18	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	SEP/2006
I-19	52.222-19	CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES	JAN/2006
I-20	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-21	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-22	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-23	52.222-29	NOTIFICATION OF VISA DENIAL	JUN/2003
I-24	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP/2006
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	SEP/2006
I-27	52.222-39	NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES	DEC/2004
I-28	52.225-13	RESTRICTION ON CERTAIN FOREIGN PURCHASES	FEB/2006
I-29	52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT	FEB/2000
I-30	52.229-6	TAXES - FOREIGN FIXED-PRICE CONTRACTS	JUN/2003
I-31	52.232-1	PAYMENTS	APR/1984
I-32	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-33	52.232-11	EXTRAS	APR/1984
I-34	52.232-16	PROGRESS PAYMENTS	APR/2003
I-35	52.232-16	PROGRESS PAYMENTS (APR 2003) - ALTERNATE III	APR/2003
I-36	52.232-17	INTEREST	JUN/1996
I-37	52.232-18	AVAILABILITY OF FUNDS	APR/1984
I-38	52.232-25	PROMPT PAYMENT	OCT/2003
I-39	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-40	52.233-1	DISPUTES	JUL/2002
I-41	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-42	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-43	52.242-2	PRODUCTION PROGRESS REPORTS	APR/1991
I-44	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY/2001
I-45	52.242-13	BANKRUPTCY	JUL/1995
I-46	52.243-1	CHANGES - FIXED PRICE	AUG/1987
I-47	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-48	52.247-15	CONTRACTOR RESPONSIBILITY FOR LOADING AND UNLOADING	APR/1984
I-49	52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS	JUN/2003
I-50	52.247-68	REPORT OF SHIPMENT (REPSHIP)	FEB/2006
I-51	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY/2004
I-52	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-53	52.253-1	COMPUTER GENERATED FORMS	JAN/1991

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	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-54	252.203-7001 DFARS	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	DEC/2004
I-55	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-56	252.204-7004 DFARS	REQUIRED CENTRAL CONTRACTOR REGISTRATION	NOV/2003
I-57	252.204-7004 DFARS	CENTRAL CONTRACTOR REGISTRATION (OCT 2003) - ALTERNATE A	NOV/2003
I-58	252.205-7000 DFARS	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-59	252.209-7004 DFARS	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998
I-60	252.219-7003 DFARS	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/1996
I-61	252.223-7002 DFARS	SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES	MAY/1994
I-62	252.223-7003 DFARS	CHANGE IN PLACE OF PERFORMANCE-AMMUNITION AND EXPLOSIVES	DEC/1991
I-63	252.225-7004 DFARS	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	JUN/2005
I-64	252.225-7005 DFARS	IDENTIFICATION OF EXPENDITURES IN THE UNITED STATES	JUN/2005
I-65	252.225-7012 DFARS	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	MAY/2004
I-66	252.225-7041 DFARS	CORRESPONDENCE IN ENGLISH	JUN/1997
I-67	252.226-7001 DFARS	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
I-68	252.231-7000 DFARS	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-69	252.232-7002 DFARS	PROGRESS PAYMENTS FOR FOREIGN MILITARY SALES ACQUISITIONS	DEC/1991
I-70	252.232-7004 DFARS	DOD PROGRESS PAYMENT RATES	OCT/2001
I-71	252.232-7008 DFARS	ASSIGNMENT OF CLAIMS (OVERSEAS)	JUN/1997
I-72	252.242-7004 DFARS	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	NOV/2005
I-73	252.243-7001 DFARS	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-74	252.246-7000 DFARS	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
I-75	252.249-7002 DFARS	NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION	DEC/1996
I-76	52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS	JUL/2005

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

o Offeror elects to waive the evaluation preference.

(End of clause)

(IF8005)

I-77	52.248-1	VALUE ENGINEERING	FEB/2000
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(m) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

These data, furnished under the Value Engineering clause of contract W52P1J06R0129, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations.

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

(IF8400)

I-78 52.216-18 ORDERING

OCT/1995

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by individuals from the Combined Security Transition Command- Afghanistan/ National Security Forces Afghanistan designated in the Schedule. Such orders may be issued from the date of award of this contract through December 30, 2008.

(End of clause)

(IF6088)

I-79 52.216-19 ORDER LIMITATIONS

OCT/1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less the minimum stated as follows:

, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

Afghanistan National Army

<u>Item</u>	<u>Weapon System</u>	<u>Estimate Minimum</u>
7.62 x 39mm Ball	AK-47 Assault Rifle	6,905,809
7.62 x 39mm Tracer	AK-47 Assault Rifle	1,303,569
7.62 x 39mm Blank	AK-47 Assault Rifle	3,992,217
7.62 x 39mm Ball	RPK Light Machine Gun	1,188,397
7.62 x 39mm Tracer	RPK Light Machine Gun	263,682
7.62 x 39mm Blank	RPK Light Machine Gun	503,342
7.62 x 54mm Ball	PKM Machine Gun	386,234
7.62 x 54mm Tracer	PKM Machine Gun	119,844
7.62 x 54mm Blank	PKM Machine Gun	296,574
7.62 x 54mm Ball	SVD Dragunov Sniper Rifle	236,675
9 x 19mm Ball	S & W 9mm Pistol & Walther P1 Pistol	143,249
7.62 x 54mm COAX Ball	PKT Tank Machine Gun	186,866
7.62 x 54mm COAX Tracer	PKT Tank Machine Gun	46,711
7.62 x 54mm COAX Blank	PKT Tank Machine Gun	29,780
14.5mm Ball BRDM-2	KPTV Machine Gun	5,673
14.5mm Tracer BRDM-2	KPTV Machine Gun	1,418
GP 30 HE Impact	GP 30 Grenade Launcher	0
GP 30 HE Bounding	GP 30 Grenade Launcher	0
GP 30 Smoke	GP 30 Grenade Launcher	0
OG-7V HE/FRAG Grenade	RPG-7 Grenade Launcher	0
73mm HE	BMP-1 Fighting Vehicle	0
73mm HEAT	SPG-9 Recoilless Gun	0
Mortar, 82mm HE	82mm Russian Mortar	0

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Mortar, 82mm Smoke	82mm Russian Mortar	0
Mortar, 82mm Illum	82mm Russian Mortar	0
PG-7 85mm Rockets	RPG-7 Grenade Launcher	0
115mm APFDS-T	T-62 Russian Tank	0
115mm HE	T-62 Russian Tank	0
115mm HEAT	T-62 Russian Tank	0
Mortar, 120mm HE	120mm Russian Mortar	0
Mortar, 120mm Smoke	120mm Russian Mortar	0
Mortar, 120mm Illum	120mm Russian Mortar	0
122mm HE	D-30 2A18M Towed Howitzer	0
122mm Smoke	D-30 2A18M Towed Howitzer	0
122mm Illum	D-30 2A18M Towed Howitzer	0
AT-3 ATGM HE, (Sagger)	BMP-1 Fighting Vehicle	0
AT-5A ATGM HE (Sprandel)	BRDM-2 Armored Vehicle	0
12.7 X 108mm Armor Piercing Ball Linked	YaKB Machine Gun	0
12.7 X 108mm Armor Piercing Ball Linked	DshKM Machine Gun	0
12.7 X 108mm Armor Piercing Tracer Linked	YaKB Machine Gun	0
12.7 X 108mm Armor Piercing Tracer Linked	DshKM Machine Gun	0
30 x 165mm Armor Piercing Tracer Linked	GSh-30 Gun	0
30 x 165mm Armor Piercing Tracer Linked	GSh-30 Gun	0
57mm S-5KO Aviation Rocket	UB-32 Rocket Launcher	0
57mm S-5KO Prac Aviation Rocket	UB-32 Rocket Launcher	0
57mm S-5KP Aviation Rocket	UB-32 Rocket Launcher	0
80mm S8KOM Aviation Rocket	B-8M1 or B8V20 Launcher Pod	0

Afghanistan National Police

7.62 x 39mm Ball	AK-47 Assault Rifle	375,000
7.62 x 39mm Tracer	AK-47 Assault Rifle	15,000
7.62 x 39mm Linked	AK-47 Assault Rifle	0
7.62 x 39mm Ball	RPK Light Machine Gun	375,000
7.62 x 39mm Tracer	RPK Light Machine Gun	0
9 x 19mm Ball	S & W 9mm Pistol & Walther P1 Pistol	100,000
7.62 x 54mm Ball	PKM Machine gun	0
12 Gage Buckshot	Mossberg Riot Shotgun M590 A1	12,500
12 Gage Slug	Mossberg Riot Shotgun M590 A1	5,000
40mm HE/FRAG Grenade	RPG-7 Grenade Launcher	1,000

(b) Maximum order. The Contractor is not obligated to honor -

(1) Any order for a single item in excess of the maximum stated in the price matrix;

(2) Any order for a combination of items in excess of family of items listed

Family of Ammunition	Year 1	Year 2
115 mm Family	23,500	29,000
12 Gage Buckshot and Slug	175,000	192,500
122 mm Family	108,120	193,776
14.5mm Family	72,760	94,520
7.62 x 39mm Family	163,571,105	291,177,805
7.62 x 54mm Family	15,458,191	24,736,343
73mm HE	8,140	9,680
73mm HEAT	48,330	92,502
9 X 19 mm Ball Family	21,980,816	25,052,690
AT-3 and AT-5A ATGM HE Family	1,240	1,736
GP 30 HE and Smoke Family	384,192	708,354
Mortar Family	193,896	290,808
40mm HE/FRAG Grenade and PG-7 85mm Rocket	148,872	242,956
80mm S8KOB Aviation Rocker	7,500	7,500
12.7 x 108mm Armor Piercing Ball Family	3,315,000	3,315,000
30 x 165mm Family	90,000	90,000

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Name of Offeror or Contractor: AEY, INC57mm S-5KO and S-5KP
; or

22,500

22,500

(3) A series of orders from the same ordering office within 10 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

(IF6089)

I-80 52.216-21 REQUIREMENTS (OCT 1995) - ALTERNATE II OCT/1995

(End of clause)

I-81 52.216-21 REQUIREMENTS OCT/1995

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and the Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after April 30, 2009.

(End of clause)

(IF6076)

I-82 52.243-7 NOTIFICATION OF CHANGES APR/1984

(a) Definitions. "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer. "Specifically Authorized Representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this paragraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within (to be negotiated) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state-

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including-

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- (i) What contract line items have been or may be affected by the alleged change;
 - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
 - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- 6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by paragraph (b) of this clause, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in paragraph (b) of this clause, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within (to be negotiated) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either-

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or 4) In the event the Contractor's notice information is inadequate to make a decision under paragraphs (d)(1), (2), or (3) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made-

- (i) In the contract price or delivery schedule or both; and
- (ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in paragraphs (b) and (c) of this clause.

Note: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

(IP6250)

I-83 252.223-7007 SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES SEP/1999
DFARS

(a) Definition. Arms, ammunition, and explosives (AA&E), as used in this clause, means those items within the scope (chapter 1, paragraph B) of DoD 5100.76-M, Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives.

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

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NOMENCLATURE

NATIONAL STOCK NUMBER

SENSITIVITY/CATEGORY

N/A

(c) The Contractor shall comply with the requirements of DoD 5100.76-M, as specified in the statement of work. The edition of DoD 5100.76-M in effect on the date of issuance of the solicitation for this contract shall apply.

(d) The Contractor shall allow representatives of the Defense Security Service (DSS), and representatives of other appropriate offices of the Government, access at all reasonable times into its facilities and those of its subcontractors, for the purpose of performing surveys, inspections, and investigations necessary to review compliance with the physical security standards applicable to this contract.

(e) The Contractor shall notify the cognizant DSS field office of any subcontract involving AA&E within 10 days after award of the subcontract.

(f) The Contractor shall ensure that the requirements of this clause are included in all subcontracts, at every tier:

(1) For the development, production, manufacture, or purchase of AA&E; or

(2) When AA&E will be provided to the subcontractor as Government-furnished property.

(g) Nothing in this clause shall relieve the Contractor of its responsibility for complying with applicable Federal, state, and local laws, ordinances, codes, and regulations (including requirements for obtaining licenses and permits) in connection with the performance of this contract.

(End of clause)

(IA6200)

I-84 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS

SEP/2006

(a) Definitions. As used in this clause

Commercial item has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

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

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$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 (Sept 2006) (38 U.S.C. 4212(a));

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

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201). Flow down as required in accordance with paragraph (g) of FAR clause 52.222-39).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. App. 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 minimal 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

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contract. .

(End of clause)

(IF7045)

I-85 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

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

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

(End of clause)

(IF7016)

I-86 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS NOV/2005
DFARS

(a) Definition. SPI process, as used in this clause, means a management or manufacturing process that has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives of the Contractor, the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet at http://guidebook.dcmam.mil/20/guidebook_process.htm (paragraph 4.2).

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standards cited in the solicitation shall

(1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted;

(2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;

(3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and

(4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process:

Facility:

Military or Federal Specification or Standard:

Affected Contract Line Item Number, Subline Item Number, Component, or Element:

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror

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(1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but

(2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of clause)

(IA7015)

I-87 252.229-7001 TAX RELIEF JUN/1997
DFARS

(a) Prices set forth in this contract are exclusive of all taxes and duties from which the United States Government is exempt by virtue of tax agreements between the United States Government and the Contractor's government. The following taxes or duties have been excluded from the contract price:

NAME OF TAX: _____(Offeror insert) RATE (PERCENTAGE): _____(Offeror insert)

(End of clause)

(IA7006)

I-88 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT MAR/1998
DFARS

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

(Official's Name)

(Title)

(End of clause)

(IA7035)

I-89 252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD JAN/2007
DFARS CONTRACTS)

In addition to the clauses listed in paragraph (c) of the Subcontracts for Commercial Items clause of this contract (Federal Acquisition Regulation 52.244-6), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I
(10 U.S.C. 2241 note).

252.247-7023 Transportation of Supplies by Sea (10 U.S.C. 2631).

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

(End of clause)

(IA7745)

I-90 52.201-4500 AUTHORITY OF GOVERNMENT REPRESENTATIVE FEB/1993
LOCAL

The Contractor is advised that contract changes, such as engineering changes, will be authorized only by the Contracting Officer or his representative in accordance with the terms of the contract. No other Government representative, whether in the act of technical supervision or administration, is authorized to make any commitment to the Contractor or to instruct the Contractor to perform or terminate any work, or to incur any obligation. Project Engineers, Technical Supervisors and other groups are not authorized to make or otherwise direct changes which in any way affect the contractual relationship of the Government and the Contractor.

(End of clause)

(IS7025)

I-91 252.219-7012 DOD MENTOR-PROTEGE PROGRAM NOV/2005
a. This clause does not apply to small business concerns.

b. Utilization of the Pilot Mentor-Protege Program is encouraged. Under the Program, eligible companies approved as mentor firms enter into a mentor-protege agreement with eligible protege firms. The goal of the program is to provide appropriate developmental assistance to enhance the capabilities of the protege firm. The Mentor firm may be eligible for cost reimbursement or credit against their applicable subcontracting goals.

c. Mentor firms are encouraged to identify and select concerns that are defined as emerging small disadvantaged business, women-owned small business, HUBZone small business, service-disabled veteran-owned small business, or an eligible entity employing the severely disabled.

d. Full details of the program are located at http://www.acq.osd.mil/sadbu/mentor_protege/, <http://sellingtoarmy.info/>, DFARS Appendix I, and DFARS Subpart 219.71, "Pilot Mentor-Protege Program."

(End of clause)

(IS7100)

I-92 52.247-4544 TRANSPORTATION CONTAINERIZATION JAN/1991
LOCAL

(a) If production quantities require containerization for shipment to destination the following will apply (a) Containerization of shipments will be accomplished utilizing only 20 foot long American National Standards Institute/International Organization for Standardization (AMSI/ISO) freight containers, and/or 20 foot MILVANS which bear, in addition to a manufacturer's data plate, a CONVENTION FOR SAFE CONTAINERS (CSC) SAFETY APPROVAL PLATE. Any repairs made to containers/MILVANS must be accomplished in accordance with the specifications of the International Maritime Dangerous Goods (IMDG) Code.

(b) The Contractor will be liable to the Government for any loss or damage resulting from improper source stuffing, utilization of containers, or failure to comply with the containerization requirements of the contract. The contractor will also be liable for any additional costs accrued due to use of other than 20 foot long ANSI/ISO freight containers, and/or 20 foot MILVANS.

(End of clause)

(IS7011)

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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	PRICE MATRIX			
Exhibit B	TRANSPORTATION MATRIX (NEED A COMPLETED COPY ON A CD)			
Exhibit C	PLACE OF PERFORMANCE - CONUS (EVELUATION PURPOSE ONLY)			
Attachment 001	HAZARD WARNING LABEL			
Attachment 002	DISCLOSURE OF LOBBYING ACTIVITIES SF LLL			
Attachment 003	STATEMENT OF WORK			