

AWARD/CONTRACT	1. This Contract Is A Rated Order Under DPAS (15 CFR 700)	Rating DXA4	Page 1 Of 38
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2. Contract (Proc. Inst. Ident) No. W56HZV-04-C-0550	3. Effective Date 2004AUG24	4. Requisition/Purchase Request/Project No. SEE SCHEDULE
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5. Issued By TACOM WARREN AMSTA-AQ-AHPA JOSEPH MARLOWE (586)574-7947 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL e-mail address: MARLOWEJ@TACOM.ARMY.MIL	Code W56HZV	6. Administered By (If Other Than Item 5) DCMA LOS ANGELES 16111 PLUMMER STREET BLDG 10, 2ND FLOOR SEPULVEDA CA 91343 SCD A PAS NONE ADP PT HQ0339	Code S0512A
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7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code) SYSTEM TECHNICAL SUPPORT CORPORATION 3327 LA CIENEGA PLACE POST OFFICE BOX 78160 LOS ANGELES, CA. 90016-3116 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 .5% 15 Days Net 30 Days 10. Submit Invoices (4 Copies Unless Otherwise Specified) To The Address Shown In: Item 12
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Code 072X9	Facility Code	11. Ship To/Mark For SEE SCHEDULE
		12. Payment Will Be Made By DFAS - COLUMBUS CENTER DFAS-CO/WEST ENTITLEMENT OPERATIONS P.O. BOX 182381 COLUMBUS, OH 43218-2381

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 ACRN: AA 97 X4930AC9D 6D 26KB S20113 W56HZV
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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
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15G. Total Amount Of Contract \$210,760.00

16. Table Of Contents							
(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
Part I - The Schedule				Part II - Contract Clauses			
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X	B	Supplies or Services and Prices/Costs	5	Part III - List Of Documents, Exhibits, And Other Attachments			
X	C	Description/Specs./Work Statement	8		J	List of Attachments	
X	D	Packaging and Marking	11	Part IV - Representations And Instructions			
X	E	Inspection and Acceptance	15		K	Representations, Certifications, and Other Statements of Offerors	
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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>W56HZV04R0502</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 ELLEN DENNIS DENNISE@TACOM.ARMY.MIL (586)574-8056
19B. Name of Contractor By _____ (Signature of person authorized to sign)	19c. Date Signed
20B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)	20C. Date Signed 2004AUG24

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

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PIIN/SIIN W56HZV-04-C-0550

MOD/AMD

Name of Offeror or Contractor: SYSTEM TECHNICAL SUPPORT CORPORATION

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-0550 is awarded to System Technical Support, Corp. The Government accepts your proposal dated 17 MAY 2004 in response to Solicitation Number: W56HZV-04-R-0502, signed by Ilan Leskly, President 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: ISO 9001

Section E, 52.246-4028, INSPECTION POINT: System Technical Support Corporation
3327 La Cienega Place
Los Angeles, CA 90016-3116

Shipping Characteristics: Unit Package Exterior Size/Weight of Unit Package with contents:
Lenght 27.2 in x Width 12.4 in x Depth 11.3 in; Weight 29.9 lbs.

Others: The First Article Test (FAT), as specified in Section E of this solicitation, is waived for this contract only.

(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 following Amendment(s) to the solicitation are incorporated into this contract: Amendment 0001 issued to incorporated Progress Payments to the Request for Proposal.

[End of Clause]

A-2	TACOM DISCLOSURE OF UNIT PRICE INFORMATION	DEC/2002
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This constitutes notification pursuant to Executive Order 12600, Pre-Disclosure Notification Procedures for Confidential Commercial Information (June 23, 1987), of our intention to release unit prices in response to any request under the Freedom of Information Act, 5 USC 552. Unit price is defined as the contract price per unit or item purchased. We consider any objection to be waived unless the contracting officer is notified of your objection to such posting prior to submission of initial proposals.

[End of Notice]

A-3	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

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 3 of 38**

PIIN/SIIN W56HZV-04-C-0550

MOD/AMD

Name of Offeror or Contractor: SYSTEM TECHNICAL SUPPORT CORPORATION

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.

(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-4 52.209-4500 QUALIFIED SUPPLIERS LIST REQUIREMENTS MAR/2001
(TACOM)

(a) Only manufacturers on the TACOM Qualified Suppliers List (QSL) are eligible for award. As indicated on the TACOM Warren website below, QSL-01 applies to buys for Tracked Combat Vehicle Suspension Components and QSL-03 to Wheeled Vehicle Components. A qualified manufacturer is a concern who has met the requirements for qualification and whose name and business address have been entered on the applicable QSL. QSL status must be in place prior to any award pursuant to this solicitation whether or not the name of the manufacturer is actually included on the QSL. Contractors should contact the office designated below to arrange for qualification. Unless determined to be in the Government's best interest, this acquisition will not be delayed in order to provide an Offeror an opportunity to meet the standards specified for qualification.

(b) The provisions governing qualification, and the applicable qualification criteria may be viewed electronically at the following web site: <http://contracting.tacom.army.mil/qs1/qs1.htm>

(c) The requirement of this clause for status as a QSL concern at the time of award is in addition to, and does not abrogate, any requirement for an Offeror to provide a Qualified Products List (QPL) item when such a requirement is specified.

[End of Clause]

A-5 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-6 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****Page 4 of 38****PIIN/SIIN** W56HZV-04-C-0550**MOD/AMD****Name of Offeror or Contractor:** SYSTEM TECHNICAL SUPPORT CORPORATION

NOUN: PARTS KIT, ELECTRONIC

NSN: 5999-01-130-8077

1. This amendment is being issued to incorporate Progress Payment clauses into this Request for Proposal.
2. All other terms and conditions remain the same.

*** END OF NARRATIVE A 001 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-04-C-0550 MOD/AMD

Name of Offeror or Contractor: SYSTEM TECHNICAL SUPPORT CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																														
0001	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS NSN: 5999-01-130-8077 FSCM: 19207 PART NR: 12311066 SECURITY CLASS: Unclassified																																		
0001AA	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: PARTS KIT,ELECTRONI PRON: EH4Y1342EH PRON AMD: 03 ACRN: AA AMS CD: 060011</p> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: TDP 12311066 DATE: 30-JAN-2004</p> <p>PURCHASED PARTS: 11663357, 12273147, 12273242, 12273343, 12287273.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENT SHEET IN TDP UNIT PACK: 001 LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DOC</td> <td>SUPPL</td> <td></td> <td></td> <td></td> </tr> <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> </tr> <tr> <td>001</td> <td>W56HZV4021S851</td> <td>W25G1U</td> <td>L</td> <td>1</td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> <td></td> <td></td> </tr> <tr> <td>001</td> <td>25</td> <td>25-MAR-2005</td> <td></td> <td></td> </tr> <tr> <td>002</td> <td>10</td> <td>27-APR-2005</td> <td></td> <td></td> </tr> </table> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u> (W25G1U) XU TRANSPORTATION OFFICER DDSP NEW CUMBERLAND FACILITY BUILDING MISSION DOOR 113 134 NEW CUMBERLAND PA 17070-5001</p>	DOC	SUPPL				<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	001	W56HZV4021S851	W25G1U	L	1	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>			001	25	25-MAR-2005			002	10	27-APR-2005			44	EA	\$ 2,395.00000	\$ 105,380.00
DOC	SUPPL																																		
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>																															
001	W56HZV4021S851	W25G1U	L	1																															
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>																																	
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CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-04-C-0550 MOD/AMD

Name of Offeror or Contractor: SYSTEM TECHNICAL SUPPORT CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>DOC SUPPL</p> <p>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</p> <p>002 W56HZV4021S854 SW3227 L 1</p> <p>DEL REL CD QUANTITY DEL DATE</p> <p>001 3 27-APR-2005</p> <p>FOB POINT: Destination</p> <p>SHIP TO: FREIGHT ADDRESS</p> <p>(SW3227) DEF DIST DEPOT RED RIVER RECEIVING BLDG 499 10TH STREET AND K AVENUE TEXARKANA TX 75507-5000</p> <p>DOC SUPPL</p> <p>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</p> <p>003 W56HZV4021S855 W62G2T L 1</p> <p>DEL REL CD QUANTITY DEL DATE</p> <p>001 6 27-APR-2005</p> <p>FOB POINT: Destination</p> <p>SHIP TO: FREIGHT ADDRESS</p> <p>(W62G2T) XU DEF DIST DEPOT SAN JOAQUIN 25600 S CHRISMAN ROAD REC WHSE 10 PH 209 839 4307 TRACY CA 95304-5000</p>				
0002	<p>NSN: 5999-01-130-8077</p> <p>FSCM: 19207</p> <p>PART NR: 12311066</p> <p>SECURITY CLASS: Unclassified</p>				
0002AA	<p>PRODUCTION QUANTITY</p> <p>NOUN: PARTS KIT,ELECTRONI</p> <p>PRON: EH4Y1484EH PRON AMD: 01 ACRN: AA</p> <p>AMS CD: 060011</p> <p>Description/Specs./Work Statement</p> <p>TOP DRAWING NR: TDP 12311066</p> <p>DATE: 30-JAN-2004</p> <p>Packaging and Marking</p> <p>PACKAGING/PACKING/SPECIFICATIONS:</p> <p>SEE PACKAGING REQUIREMENT SHEET IN TDP</p> <p>UNIT PACK: 001</p> <p>LEVEL PRESERVATION: Military</p> <p>LEVEL PACKING: B</p>	44	EA	\$ 2,395.00000	\$ 105,380.00

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-04-C-0550 MOD/AMD

Name of Offeror or Contractor: SYSTEM TECHNICAL SUPPORT CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W56HZV4180S851 W25G1U L 1 <u>DEL REL CD QUANTITY DEL DATE</u> 001 6 27-APR-2005 002 25 27-MAY-2005 003 4 27-JUN-2005 FOB POINT: Destination SHIP TO: <u>FREIGHT ADDRESS</u> (W25G1U) XU TRANSPORTATION OFFICER DDSP NEW CUMBERLAND FACILITY BUILDING MISSION DOOR 113 134 NEW CUMBERLAND PA 17070-5001 DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 002 W56HZV4180S852 W62G2T L 1 <u>DEL REL CD QUANTITY DEL DATE</u> 001 3 27-JUN-2005 FOB POINT: Destination SHIP TO: <u>FREIGHT ADDRESS</u> (W62G2T) XU DEF DIST DEPOT SAN JOAQUIN 25600 S CHRISMAN ROAD REC WHSE 10 PH 209 839 4307 TRACY CA 95304-5000 DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 003 W56HZV4180S854 SW3227 L 1 <u>DEL REL CD QUANTITY DEL DATE</u> 001 6 27-JUN-2005 FOB POINT: Destination SHIP TO: <u>FREIGHT ADDRESS</u> (SW3227) DEF DIST DEPOT RED RIVER RECEIVING BLDG 499 10TH STREET AND K AVENUE TEXARKANA TX 75507-5000				

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PIIN/SIIN W56HZV-04-C-0550

MOD/AMD

Name of Offeror or Contractor: SYSTEM TECHNICAL SUPPORT CORPORATION

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 CONFIGURATION CONTROL - ENGINEERING CHANGES (TACOM)	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 (DJN).

(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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PIIN/SIIN W56HZV-04-C-0550

MOD/AMD

Name of Offeror or Contractor: SYSTEM TECHNICAL SUPPORT CORPORATION

(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 majewskv@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
(TACOM)REQUIRED TAILORING LANGUAGE TO ELIMINATE CLASS I OZONE-DEPLETING
SUBSTANCES (CIODS)

MAR/2000

(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: MIL-S-46163, V-T-285.

(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]

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	PIIN/SIIN W56HZV-04-C-0550 MOD/AMD	
Name of Offeror or Contractor: SYSTEM TECHNICAL SUPPORT CORPORATION		

C-3 52.211-4008 DRAWING LIMITATIONS NOV/2002
 (TACOM)

(a) The drawings supplied with this contract are not shop or process drawings. They are engineering design drawings. They are adequate to permit manufacture, and:

- (1) depict the completed (item(s), and
- (2) serve as the basis for inspection of the completed item(s).

(b) These drawings DON'T cover intermediate drawings/specifications or steps in the manufacturing process. As a result, even if you meet all the dimensions and tolerances specified in the engineering design drawing for each individual part, a cumulative unacceptable fit for the contract item could result.

(c) YOU ARE RESPONSIBLE for producing the shop or process drawings needed to cover intermediate steps in the manufacturing process.

(d) The Contractor agrees that he has obtained all specifications and drawings necessary to manufacture the items being solicited in accordance with the TDP including all incorporated specifications and drawings. The contractor is responsible for having all drawings and specifications. Delivery delays are not excusable where the contractor asserts that it did not have a specification or drawing and has failed to request, in writing, the specification from either the Contracting Officer or Contract Specialist prior to the solicitation closing date.

(e) If you fail to produce an end item with a cumulative fit that conforms to Government drawings, specifications or other supplemental manufacturing documentation, you'll be responsible for correcting this condition at no additional cost to the Government and no delivery schedule extension.

[End of Clause]

C-4 52.211-4010 ACQUISITION OF MANUFACTURER'S PART NUMBER: COMPONENTS FEB/1998
 (TACOM)

One or more of the drawings for part of the contract item set forth in the Schedule and in the Technical Data Package specify manufacturer's part numbers. Since complete Government technical data for such part or parts are not available, it is understood that the Contractor, by accepting this contract, agrees to furnish only the listed manufacturer's part number(s) for those components of the contract item, except as provided in the provision entitled NOTICE REGARDING "SOURCE-CONTROLLED" COMPONENTS. (See Section L.) It is further understood and agreed that references to manufacturer's part numbers herein shall be deemed to include all changes or revisions thereto which the approved manufacturer has made effective as of the first date of delivery of any of the items under this contract; provided, that no change or revision that affects the interchangeability (ability to be interchanged with previous parts and to match with all mating parts when assembled) of the listed manufacturer's part shall be incorporated into the contract item without the prior written approval of the Procuring Contracting Officer.

[End of Clause]

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MOD/AMD

Name of Offeror or Contractor: SYSTEM TECHNICAL SUPPORT CORPORATION

SECTION D - PACKAGING AND MARKING

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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D-1	252.211-7003 ITEM IDENTIFICATION AND VALUATION	JAN/2004
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[NOTE: The following clause requires unique item identification marking, or a DoD recognized unique identification equivalent, for all items delivered under the contract for which the Government's acquisition cost (as defined under 'Definitions' below) is \$5,000 or more. Unique item identification marking is also required for items listed in paragraph (c)(1)(ii) of the clause. Unique item identification marking is required for embedded subassemblies, components, and parts if listed in paragraph (c)(1)(ii), or if listed elsewhere in the solicitation or resulting contract. In the event that the Government has not yet identified these items or embedded parts, paragraph (c)(1)(ii) will read "TBD" for "to be determined". If these items are identified by the Government before the time proposals are due, an amendment to the solicitation will be issued which identifies them. If not, award will be made on the basis of them not being identified, however the contract may be later modified to include such identification marking. This clause also requires the contractor to report the Government's acquisition cost for each item delivered under the contract. Information concerning these requirements is available at <http://www.acq.osd.mil/uid> .]

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

"Automatic identification device" means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

"Commonly accepted commercial marks" means any system of marking products for identification that is in use generally throughout commercial industry or within commercial industry sectors. Some examples of commonly accepted commercial marks are: EAN.UCC Global Trade Item Number; Automotive Industry Action Group B-4 Parts Identification and Tracking Application Standard, and B-2 Vehicle Identification Number Bar Code Label Standard; American Trucking Association Vehicle Maintenance Reporting Standards; Electronic Industries Alliance EIA 802 Product Marking Standard; and Telecommunications Manufacturers Common Language Equipment Identification Code.

"Concatenated unique item identifier" means-- (1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or (2) For items that are serialized within the original part number, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, original part number, and serial number within the part number.

"Data qualifier" means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

"DoD recognized unique identification equivalent" means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <http://www.acq.osd.mil/uid> .

"DoD unique item identification" means marking an item with a unique item identifier that has machine-readable data elements to distinguish it from all other like and unlike items. In addition-- (1) For items that are serialized within the enterprise identifier, the unique identifier shall include the data elements of issuing agency code, enterprise identifier, and a unique serial number. (2) For items that are serialized within the part number within the enterprise identifier, the unique identifier shall include the data elements of issuing agency code, enterprise identifier, the original part number, and the serial number. Enterprise means the entity (i.e., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

"Enterprise identifier" means a code that is uniquely assigned to an enterprise by a registration (or controlling) authority.

"Government's unit acquisition cost" means-- (1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery; and (2) For cost-type line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government for each item at the time of delivery.

"Issuing agency code" means a code that designates the registration (or controlling) authority.

"Item" means a single hardware article or unit formed by a grouping of subassemblies, components, or constituent parts required to be delivered in accordance with the terms and conditions of this contract.

"Machine-readable" means an automatic information technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

"Original part number" means a combination of numbers or letters assigned by the enterprise at asset creation to a class of items with the same form, fit, function, and interface.

"Registration (or controlling) authority" means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, Uniform Code Council (UCC)/EAN International (EAN) Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code).

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"Serial number within the enterprise identifier or unique serial number" means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

"Serial number within the part number or serial number" means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part number assignment.

"Serialization within the enterprise identifier" means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

"Serialization within the part number" means each item of a particular part number is assigned a unique serial number within that part number assignment. The enterprise is responsible for ensuring unique serialization within the part number within the enterprise identifier.

"Unique item identification" means marking an item with machine-readable data elements to distinguish it from all other like and unlike items.

"Unique item identifier" means a set of data marked on items that is globally unique, unambiguous, and robust enough to ensure data information quality throughout life and to support multi-faceted business applications and users.

"Unique item identifier type" means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/uid_.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identification.

(1) The Contractor shall provide DoD unique item identification, or a DoD recognized unique identification equivalent, for--

(i) All items for which the Government's unit acquisition cost is \$5,000 or more; and

(ii) The following items for which the Government's unit acquisition cost is less than \$5,000:

Contract Line, Subline, or Exhibit Line Item Number: TBD

Item Description: TBD

(iii) Subassemblies, components, and parts embedded within items as specified in TBD__.

(2) The unique item identifier and the component data elements of the unique item identifier shall not change over the life of the item.

(3) Data syntax and semantics. The Contractor shall--

(i) Mark the encoded data elements (except issuing agency code) on the item using any of the following three types of data qualifiers, as specified elsewhere in the contract:

(A) Data Identifiers (DIs) (Format 06).

(B) Application Identifiers (AIs) (Format 05), in accordance with ISO/IEC International Standard 15418, Information Technology-- EAN/UCC Application Identifiers and ASC MH 10 Data Identifiers and ASC MH 10 Data Identifiers and Maintenance.

(C) Text Element Identifiers (TEIs), in accordance with the DoD collaborative solution ``DD'' format for use until the final solution is approved by ISO JTCL/SC 31. The DoD collaborative solution is described in Appendix D of the DoD Guide to Uniquely Identifying Items, available at <http://www.acq.osd.mil/uid> ; and

(ii) Use high capacity automatic identification devices in unique identification that conform to ISO/IEC International Standard 15434, Information Technology--Syntax for High Capacity Automatic Data Capture Media.

(4) Marking items.

(i) Unless otherwise specified in the contract, data elements for unique identification (enterprise identifier, serial

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number, and, for serialization within the part number only, original part number) shall be placed on items requiring marking by paragraph (c)(1) of this clause in accordance with the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

(ii) The issuing agency code--

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) Commonly accepted commercial marks. The Contractor shall provide commonly accepted commercial marks for items that are not required to have unique identification under paragraph (c) of this clause.

(e) Material Inspection and Receiving Report. The Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Description.*

(2) Unique identifier**, consisting of--

(i) Concatenated DoD unique item identifier; or

(ii) DoD recognized unique identification equivalent.

(3) Unique item identifier type.**

(4) Issuing agency code (if DoD unique item identifier is used).**

(5) Enterprise identifier (if DoD unique item identifier is used).**

(6) Original part number.**

(7) Serial number.**

(8) Quantity shipped.*

(9) Unit of measure.*

(10) Government's unit acquisition cost.*

(11) Ship-to code.

(12) Shipment date.

(13) Contractor's CAGE code or DUNS number.

(14) Contract number.

(15) Contract line, subline, or exhibit line item number.*

(16) Acceptance code.

* Once per contract line, subline, or exhibit line item.

** Once per item.

(f) Material Inspection and Receiving Report for embedded subassemblies, components, and parts requiring unique item identification. The Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Unique item identifier of the item delivered under a contract line, subline, or exhibit line item that contains the embedded subassembly, component, or part.

(2) Unique item identifier of the embedded subassembly, component, or part, consisting of--

(i) Concatenated DoD unique item identifier; or

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(ii) DoD recognized unique identification equivalent.

(3) Unique item identifier type.**

(4) Issuing agency code (if DoD unique item identifier is used).**

(5) Enterprise identifier (if DoD unique item identifier is used).**

(6) Original part number.**

(7) Serial number.**

(8) Unit of measure.

(9) Description.

** Once per item.

(g) The Contractor shall submit the information required by paragraphs (e) and (f) of this clause in accordance with the procedures at <http://www.acq.osd.mil.uid>

____(h) Subcontracts. If paragraph (c)(1)(iii) of this clause applies, the Contractor shall include this clause, including this paragraph (h), in all subcontracts issued under this contract.

[End of Clause]

D-2

52.247-4016
(TACOM)

HEAT TREATMENT AND MARKING OF WOOD PACKAGING MATERIALS

JUL/2002

ALL NON-MANUFACTURED WOOD USED IN PACKAGING SHALL BE HEAT TREATED TO A CORE TEMPERATURE OF 56 DEGREES CELSIUS FOR A MINIMUM OF 30 MINUTES. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL BE AFFILIATED WITH AN INSPECTION AGENCY ACCREDITED BY THE BOARD OF REVIEW OF THE AMERICAN LUMBER STANDARD COMMITTEE. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL ENSURE TRACEABILITY TO THE ORIGINAL SOURCE OF HEAT TREATMENT. EACH BOX/PALLET SHALL BE MARKED TO SHOW THE CONFORMANCE TO THE INTERNATIONAL PLANT PROTECTION CONVENTION STANDARD. BOXES/PALLETS AND ANY WOOD USED AS INNER PACKAGING MADE OF NON-MANUFACTURED WOOD SHALL BE HEAT TREATED. THE QUALITY MARK SHALL BE PLACED ON BOTH ENDS OF THE OUTER PACKAGING, BETWEEN THE END CLEATS OR END BATTENS; ON TWO SIDES OF THE PALLET.

[End of Clause]

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Name of Offeror or Contractor: SYSTEM TECHNICAL SUPPORT CORPORATION

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	52.209-3	FIRST ARTICLE APPROVAL--CONTRACTOR TESTING (ALTERNATE I (JAN 1997) AND ALTERNATE II (SEP 1989))	SEP/1989

(a) The Contractor shall test 3 unit(s) of Contract Line Item 0001AA as specified in this contract. At least 20 calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within 150 calendar days from the date of this contract or as otherwise proposed by the contractor and accepted by the Government, to:

TBA

Marked FIRST ARTICLE TEST REPORT: Contract No. _____; Contract Line Item Number _____.

Within 30 calendar days after the Government receives the test report, 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 repeat any or all first article tests. After each request for additional tests, 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 then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report 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 report 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, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

(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) 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.

(h) 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 waive.

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

[End of Clause]

TACOM ADDENDUM:

For purposes of this contract, interpret Paragraph (g) above to mean that the PCO hereby authorizes you to purchase all material and components necessary to produce the production quantity.

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MOD/AMD

Name of Offeror or Contractor: SYSTEM TECHNICAL SUPPORT CORPORATION

E-7

52.211-4016
(TACOM)CARC PAINT-PRETREATMENT REQUIREMENTS FOR FERROUS AND GALVANIZED
SURFACES

SEP/2002

(a) Ferrous and galvanized surfaces shall be cleaned and pretreated with a Type 1, microcrystalline, zinc phosphate system per TT-C-490. Alternate pretreatment systems for ferrous substances must meet the performance tests specified in paragraphs 3.5.7, 3.5.8, 4.2.7, and 4.2.8 of TT-C-490. Corrosion resistance tests will be conducted on a monthly basis (two test coupons) after the process has been found to be in statistical control. Process control tests for alternative systems must ensure that the process remains in control and must be documented and approved by TACOM. Testing must be performed on the same substrate and the same thickness of primer minus topcoat used in production. Unless otherwise specified, MIL-P-53022 and -53030 primers shall be salt spray tested for 336 hours. All electrocoat primers shall be tested for 1000 hours. Test coupons shall be scrapped with a one inch (approximate) metal blade such as a putty knife between 24 and 168 hours after removal from the neutral salt spray cabinet for coupon evaluation. Any inorganic crystalline pretreatment is limited to a maximum build equivalent of 500 mg. per square foot to minimize chipping of the CARC system. All TT-C-490, zinc phosphate pretreatment systems must be documented and approved by the procuring activity prior to use. The procedure containing all the elements specified in paragraph 3.2 of TT-C-490 shall be submitted to the procuring activity no less than 45 days prior to use. Qualification will consist of verification that the process with its controls can meet the performance requirements in the specification. The performance of alternate systems must be demonstrated and approved by the procuring activity. If the TT-C-490 Type 1 system has not been previously approved by TACOM, it must be documented and submitted for approval as specified in the specification. Zinc phosphate systems for galvanized substrates require separate qualification. A list of TACOM approved facilities is available at <http://contracting.tacom.army.mil/engr/eng.htm>. These facilities are capable of meeting the performance requirements in the specification.

A list of previously qualified zinc phosphate application facilities is available from TACOM, Materials Engineering Team, (810) 574-5083. Requalification of the process will be required if the process is changed outside the limits defined in the TACOM letter of system acceptance provided to the application facility.

(b) Qualification of pretreatment systems for galvanized substrates shall be performed using Accelerated Corrosion Test protocol contained in GM 9540P, Method B, rather than salt spray. Test coupons with primer only shall be cured for seven days, and scribed thru the primer. After 40 cycle 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. There shall be no more than 3 mm. of rust creep (zinc corrosion products), blistering, or loss of paint adhesion from the scribe line and no more than 5 blisters in the field with non greater than 1 mm. This test shall be performed at two month intervals (two test coupons) to ensure that the process is in control. An alternative test for verifying process control is GM 9511P for 10 cycles.

(c) Performance tests for process control are highly dependent on the type, thickness, and VOC level of the organic coating (primer) film and its adhesion to the substrate. Any change to the solvents used in the primer or changing the brand of primer will require retesting of the system. The test coupons must duplicate the production painting process as closely as possible. Primer test coupons shall represent both the minimum and maximum nominal dry film thickness. 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.

(d) The use of vinyl wash primer (DOD-P-15328) is prohibited due to its hexavalent chromium content and high VOC level.

[End of Clause]

E-8

52.211-4017

ENHANCED CARC REQUIRMENTS FOR HIGH PERFORMANCE SYSTEMS

SEP/2002

(a) THE FOLLOWING REQUIREMENTS SUPERSEDE THE PERFORMANCE REQUIREMENTS CONTAINED IN TT-C-490, MIL-C-5541 AND MIL-C-53072 RELATIVE TO THE ADHESION AND CORROSION RESISTANCE OF THE CARC SYSTEM:

(b) Ferrous and galvanized surfaces shall be cleaned and pretreated to provide the following level of performance on a repeatable basis. The cleaning/pretreatment/control process shall be documented and submitted to the procuring activity for approval prior to production. Qualification and process control testing shall be performed on the same substrate used in production. The system under test shall consist of the pretreatment and primer. There are significant variations in performance due to primer manufacturer, VOC content and primer thickness variation. Sufficient testing shall be conducted to achieve a statistical confidence in both the brand/type of primer used and the dry film thickness used in production. If the tolerance of the dry film thickness exceeds plus or minus 1.0 mil then you must qualify the extremes of the range separately.

(c) To verify the corrosion resistance, a minimum of three test panels per test variation no smaller than 4 x 12 inches with the pretreatment/primer system as noted above shall be subjected to 1000 hr. of neutral salt spray per ASTM B117 (40 cycles of GM 9540P - scribed is the preferred alternative) for ferrous substrates or 40 cycles of GM 9540P for galvanized surfaces. The test panels shall be cured for a minimum of 7 days and vertically scribed through the coating system to the metallic layer. A minimum of 24 hr. after the completion of the neutral salt spray test or within 5 days after completion of the GM 9540P test the scribe shall be scraped at a 30 degree (approximate) contact angle with a 38mm (approximate) blunt tipped metal blade such as a putty knife parallel and perpendicular to the scribe. There shall be no more than 3mm maximum loss of paint adhesion or corrosion at any point from the scribe line. In

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addition, there shall be no more than 5 blisters in the field with none exceeding 1mm; corrosion in the field shall not exceed Rust Grade 9 of ASTM D610. The minimum primer dry film thickness noted on the test panels which passes the corrosion resistance test shall be the minimum requirement for production painted hardware.

(d) To verify long term CARC adhesion, after completion of the corrosion resistance test evaluation each test panel will be subjected to cross hatch tape test (minimum tape adhesion rating of 45 oz. per inch of width). The test pattern shall be 4 x 4 scribe lines to the metallic layer at 2mm intervals (approximate) and shall be done no closer than 12 mm from any edge or the scribe creep. Multiple head cutters are not recommended. Loss of two or more complete primer squares shall constitute failure.

(e) The contractor must demonstrate the ability to pass both tests for the system to be considered acceptable. This testing shall be performed on 5 consecutive days of production. If all test panels are acceptable, the testing can revert to two test panels every two months of production.

(f) The only system that is currently available to achieve this level of performance is a zinc phosphate pretreatment system per TT-C-490 with a high quality primer. All primers used must be on the QPL for MIL-P-23377, 53022, -53030, or 53084. Not all QPL primers with the exception of electrocoat primers per MIL-C-53084 have this level of corrosion resistance/paint adhesion, however. New high performance, "Combat Grade" Powder Coat Primers will also meet this performance requirement. These primers can only be applied by approved applicators. The Specification controlling both the primers and their application are available upon request from AMSTA-TR-E/MEPS, (586) 574-5083.

Note: Hot dipped galvanized surfaces are highly prone to chlorine/chloride contamination from the galvanizing flux process. This contaminant must be removed for the coating system to pass these performance tests.

(g) For aluminum substrates the required pretreatment system is a chromate conversion per MIL-C-5541. If alternative pretreatment systems wish to be considered, they must demonstrate their ability to pass when coated with the nominal production primer (scribed) 120 cycles of GM 9540P. After completion of the test, the panels shall be scraped as noted above and shall have no more than 0.5mm of paint loss maximum from the scribe. In addition, there shall be no more than 5 blisters in the field with none larger than 1mm. After completion of the 120 cycle test, the cross hatch scribe test noted above shall be performed. The removal of one or more complete squares of primer shall constitute failure. The alternate system must demonstrate its ability to provide an acceptable product on 5 consecutive days of production to be considered a suitable alternative. The alternative process must be documented and approved by the procuring activity. Controls must be established to assure that the process remains under statistical control. 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.

(h) Failure to meet the corrosion resistance/adhesion requirements shall be cause for rejection of all production units manufactured during that production interval.

(i) Final Acceptance of the CARC Finish on Production Hardware:
The dry film thicknesses of the primer and topcoat as well as coating adhesion on the fully cured primer/topcoat coating system are mandatory requirements. Variations in the primer thickness and curing conditions will dramatically affect recoat windows and coating performance for some primers. Manufacturing processes which are unable to control the dry film thickness to the requirements contained in Table V of MIL-C-53072 shall be subjected to the 4 x 4 cross hatch scribe test noted above on two production units per lot with two tests per unit. One test shall be conducted on a vertical and one on a horizontal surface (relative to the painting process). There shall be a maximum removal of one complete square of primer/topcoat or topcoat only. The polyurethane CARC topcoat requires approximately 24 days to completely cure at 68 Degrees F. To accelerate the curing for purposes of product acceptance, the following procedure may be followed: Cure at 190-210 degrees F for three hours (this is time at temperature and is, therefore, material thickness dependent) once the topcoat has reached a dry-to-touch condition. This is to be followed by 7 days at 65 degrees F minimum. Adhesion testing shall be performed only on a completely cured CARC finish. Contractors which have performed a thorough design of experiments methodology to evaluate the impact of paint system variables or have processes which meet Table V requirements can perform the final acceptance adhesion test on representative test coupons.

[End of Clause]

E-9 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.

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(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]

E-10	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

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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.

(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]

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(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 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-12

52.246-4025
(TACOM)HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT--TACOM QUALITY SYSTEM
REQUIREMENT

OCT/1997

(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 the ISO 9000 series, or (ii) military, or (iii) commercial, or (iv) national quality standards. You represent that your performance under this contract will be in accordance with your quality system, which is in compliance with:

- [] ISO 9001
- [] ISO 9002
- [] QS 9000
- [] ANSI/ASQ Q9001
- [] ANSI/ASQ Q9002
- [] 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 or registration of 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.

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(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-13 52.246-4028 INSPECTION POINT: ORIGIN (TACOM)

FEB/1994

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]

SECTION E INSPECTION AND ACCEPTANCE (QUALITY ASSURANCE REQUIREMENT)

In addition to inspection requirements specified in applicable drawings and/or specifications, the following provisions shall apply to this contract:

- 1. FIRST ARTICLE APPROVAL-CONTRACTOR TESTING: First Article Approval- Contractor Testing shall be performed in accordance with Product Fabrication Specification SC-X-15110.
2. For the purpose of clarification of this document, the terminology "First Article" shall replace "INITIAL PRODUCTION INSPECTION" in all applicable specifications and/or drawings referenced herein.
3. The First Article Test Report (FATR) shall be compiled by the contractor to the contractor's own format. The FATR shall document the results of all inspections and tests (including supplier's and vendor's inspection records and certifications, when applicable). The FATR shall include actual inspections and test results to include all measurements, recorded test data, and certifications (if applicable) keyed to each drawing, specification and Quality Assurance Provision (QAP) requirement and identified by each individual QAP characteristic, drawing/specification characteristic and unlisted characteristic. The FATR shall contain sufficient narrative content, technical data, illustrations or photographic evidence, and an objective determination by the contractor to allow the designated Government representative to determine that the First Article Test was successfully completed.

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FAT required per SC-X-15110 on the following Dwgs:

P/N's 12312825, 12312828, 12312832, 12312836, 12312837, 12312840, and 12312912.

*** 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	52.242-15	STOP-WORK ORDER	AUG/1989
F-2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-3	52.247-34	F.O.B. DESTINATION	NOV/1991
F-4	52.247-48	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT (DEVIATION)	FEB/1999
F-5	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>
0001AA	240	44
0001AA	150	44 (IF FIRST ARTICLE TESTING IS WAIVED)
0001AB	150	1 LO (FIRST ARTICLE TEST REPORT)
0002AA	--	44 (OPTION QUANTITY)

(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 -2- 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 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 DELIVER _____ DAYS AFTER THE AWARD DATE; OR, IF APPLICABLE, _____ DAYS AFTER AWARD IF FIRST ARTICLE TEST IS WAIVED.

I HAVE THE CAPABILITY TO DELIVER UP TO A MAXIMUM OF _____ UNITS EVERY 30 DAYS.

[End of Clause]

F-6	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:

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 ZERO percent increase; and
 ZERO percent decrease.

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

[End of Clause]

F-7 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-8 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
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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
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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
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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
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764538/	W67G23	Transportation Officer	Transportation Officer	Transportation Officer
764535		Tooele Army Depot, Warner, UT	Tooele Army Depot, Tooele, UT	Tooele Army Depot, 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	OBLG ACRN	STAT	ACCOUNTING CLASSIFICATION	JOB ORDER NUMBER	ACCOUNTING STATION	OBLIGATED AMOUNT
0001AA	EH4Y1342EH 060011	AA	2	97 X4930AC9D 6D	26KB S20113	W56HZV \$	105,380.00
0002AA	EH4Y1484EH 060011	AA	2	97 X4930AC9D 6D	26KB S20113	W56HZV \$	105,380.00
TOTAL							\$ 210,760.00

SERVICE NAME	TOTAL BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	OBLIGATED AMOUNT
Army	AA	97 X4930AC9D 6D	26KB S20113 W56HZV	\$ 210,760.00
TOTAL				\$ 210,760.00

Regulatory Cite	Title	Date
G-1 52.209-4004 (TACOM)	DELEGATION OF AUTHORITY FOR FIRST ARTICLE APPROVAL	FEB/1985

The Administrative Contracting Officer (ACO) is delegated the authority to approve or disapprove the First Article Test Report submitted in accordance with the clause in Section E of this contract entitled FIRST ARTICLE APPROVAL -- CONTRACTOR TESTING (FAR 52.209-3). A copy of the test report and the ACO's letter of approval or disapproval shall be furnished through the Procuring Contracting Officer (PCO) to: Commander, US Army Tank-automotive and Armaments Command, Attn: AMSTA-TR-E, Warren, MI 48397-5000.

[End of Clause]

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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	252.227-7036	DECLARATION OF TECHNICAL DATA CONFORMITY	JAN/1997
H-5	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999
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	52.217-4001 (TACOM)	SEPARATELY PRICED OPTION FOR INCREASED QUANTITY	APR/1997

(a) The Government hereby reserves the right to increase the quantity of the contract item up to an additional quantity of 44 units. The unit price for such option quantity shall be as set forth in CLIN 0002AA. This option may be exercised by the Government at any time, but in any event not later than 180 days after award. In addition, such option may be exercised in increments, subject to the stated total additional quantity limitations, price(s), and the above-stated time for exercise of the option.

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

(c) Additionally, prior to the expiration of the original option period identified in paragraph (a) above, the Government may seek a bilateral extension of the option period for an additional period not to exceed 90 days from the expiration date of the original option period.

[End of Clause]

H-11	252.243-7000	ENGINEERING CHANGE PROPOSALS	SEP/1999
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(a) The Contracting Officer may ask the Contractor to prepare engineering change proposals for engineering changes within the scope of this contract. Upon receipt of a written request from the Contracting Officer, the Contractor shall prepare and submit an engineering change proposal in accordance with the instructions of MIL-STD-973, in effect on the date of contract award.

(b) The Contractor may initiate engineering change proposals. Contractor initiated engineering change proposals shall include a "not to exceed" price or a "not less than" price and delivery adjustment. If the Contracting Officer orders the engineering change, the increase shall not exceed nor the decrease be less than the "not to exceed" or "not less than" amounts.

(c) When the price of the engineering change is \$500,000 or more, the Contractor shall submit-

(1) A contract pricing proposal using the format in Table 15-2, Section 15.408, of the Federal Acquisition Regulation; and

(2) At the time of agreement on price, or on another date agreed upon between the parties, a signed Certificate of Current Cost or Pricing Data.

[End of Clause]

H-12	52.204-4005	REQUIRED USE OF ELECTRONIC CONTRACTING	JUN/2004
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H-13	52.246-4026 (TACOM)	LOCAL ADDRESSES FOR DD FORM 250	JAN/2002
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(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

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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	OCT/1997
I-18	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	JAN/2004
I-19	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	OCT/1997
I-20	52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT/1997
I-21	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUN/2003
I-22	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY/2004
I-23	52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC/1996
I-24	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-25	52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION	SEP/2000
I-26	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	JUN/2004
I-27	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-28	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-29	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-30	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	DEC/2001
I-31	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-32	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-33	52.223-6	DRUG FREE WORKPLACE	MAY/2001
I-34	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG/2003
I-35	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JAN/2004
I-36	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-37	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-38	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
I-39	52.229-5	TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR/1984
I-40	52.232-1	PAYMENTS	APR/1984
I-41	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-42	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-43	52.232-11	EXTRAS	APR/1984
I-44	52.232-17	INTEREST	JUN/1996
I-45	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-46	52.232-25	PROMPT PAYMENT	OCT/2003
I-47	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-48	52.233-1	DISPUTES	JUL/2002
I-49	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-50	52.242-12	REPORT OF SHIPMENT (REPSHIP)	JUN/2003

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	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-51	52.242-13	BANKRUPTCY	JUL/1995
I-52	52.243-1	CHANGES--FIXED-PRICE	AUG/1987
I-53	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-54	52.248-1	VALUE ENGINEERING	FEB/2000
I-55	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY/2004
I-56	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-57	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-58	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES	MAR/1999
I-59	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-60	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-61	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-62	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	FEB/2003
I-63	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-64	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	JUN/2004
I-65	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS (ALT 1)	APR/2003
I-66	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	MAY/2004
I-67	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	APR/2003
I-68	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	APR/2003
I-69	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	SEP/2001
I-70	252.227-7013	RIGHTS IN TECHNICAL DATA --NONCOMMERCIAL ITEMS	NOV/1995
I-71	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JUN/1995
I-72	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JUN/1995
I-73	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-74	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-75	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)	MAR/2000
I-76	52.209-1	QUALIFICATION REQUIREMENTS	FEB/1995

(a) Definition: Qualification requirement, as used in this clause, means a Government requirement for testing or other quality assurance demonstration that must be completed before award.

(b) One or more qualification requirements apply to the supplies or services covered by this contract. For those supplies or services requiring qualification, whether the covered product or service is an end item under this contract or simply a component of an end item, the product, manufacturer, or source must have demonstrated that it meets the standards prescribed for qualification before award of this contract. The product, manufacturer, or source must be qualified at the time of award whether or not the name of the product, manufacturer, or source is actually included on a qualified products list, qualified manufacturers list, or qualified bidders list. Offerors should contact the agency activity designated below to obtain all requirements that they or their products or services, or their subcontractors or their products or services, must satisfy to become qualified and to arrange for an opportunity to demonstrate their abilities to meet the standards specified for qualification.

(Name) SEE SUPPORTING ACTIVITY(IES) LISTED IN THE SPECIFICATION(S)
 (Address)

(c) If an offeror, manufacturer, source, product or service covered by a qualification requirement has already met the standards specified, the relevant information noted below should be provided.

Offeror's Name _____
 Manufacturer's Name _____
 Source's Name _____
 Item Name _____
 Service _____
 Identification _____ Test Number _____ (to the extent known)

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(d) Even though a product or service subject to a qualification requirement is not itself an end item under this contract, the product, manufacturer, or source must nevertheless be qualified at the time of award of this contract. This is necessary whether the Contractor or a subcontractor will ultimately provide the product or service in question. If, after award, the Contracting Officer discovers that an applicable qualification requirement was not in fact met at the time of award, the Contracting Officer may either terminate this contract for default or allow performance to continue if adequate consideration is offered and the action is determined to be otherwise in the Government's best interests.

(e) If an offeror, manufacturer, source product or service has met the qualification requirement but is not yet on a qualified products list, qualified manufacturers list, or qualified bidders list, the offeror must submit evidence of qualification prior to award of this contract. Unless determined to be in the Government's interest, award of this contract shall not be delayed to permit an offeror to submit evidence of qualification.

(f) Any change in location or ownership of the plant where a previously qualified product or service was manufactured or performed requires reevaluation of the qualification. Similarly, any change in location or ownership of a previously qualified manufacturer or source requires reevaluation of the qualification. The reevaluation must be accomplished before the date of award.

[End of Clause]

I-77 52.219-4 NOTICE OF PRICE EVALUATION FOR HUBZONE SMALL BUSINESS CONCERNS JAN/1999

(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) Evaluation preference.

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except-

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference;

(ii) Otherwise successful offers from small business concerns;

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(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.

[] Offer elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

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(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants;

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

[End of Clause]

I-78 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-79 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)

(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.

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

[End of Clause]

I-80

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-81

252.204-7004

ALTERNATE A

NOV/2003

As prescribed in 204.1104, substitute the following paragraph (a) for paragraph (a) of the clause at FAR 52.204-7:

(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."

[End of Clause]

I-82

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.

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(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.

(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;

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(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;

(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
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(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]

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I-83 252.248-7000 PREPARATION OF VALUE ENGINEERING CHANGE PROPOSALS MAY/1994

Prepare Value Engineering Change Proposals, for submission pursuant to the VALUE ENGINEERING clause of this contract, in the format prescribed by the version of MIL-STD-973 in effect on the date of contract award.

[End of Clause]

I-84 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-85 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 _____ x Width _____ x Depth _____ (expressed in inches)/Weight expressed in _____ pounds

(2) Shipping Container:

(i) Exterior Size of SHIPPING CONTAINER AND CONTENTS THEREIN:

Length, _____ x Width, _____ x Height, _____ (expressed in feet and inches)

(ii) Number of unit packages per shipping container _____ each

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(iii) Gross weight of Shipping container and contents _____ 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]