

|  |         |  |         |  |   |  |         |
|--|---------|--|---------|--|---|--|---------|
| <b>AWARD/CONTRACT</b>  |         | <b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b>   |         | <b>Rating</b> DOA4   |   | <b>Page</b> 1 Of 33  |         |
| <b>2. Contract (Proc. Inst. Ident) No.</b><br>W56HZV-04-C-0654   |         | <b>3. Effective Date</b><br>2004SEP17  |         | <b>4. Requisition/Purchase Request/Project No.</b><br>SEE SCHEDULE   |   |  |         |
| <b>5. Issued By</b><br>TACOM WARREN<br>AMSTA-AQ-ATAC<br>ANTHONY SCALISE (586)574-6359<br>WARREN, MICHIGAN 48397-5000<br><br>HTTP://CONTRACTING.TACOM.ARMY.MIL<br><br><b>e-mail address:</b> SCALISEA@TACOM.ARMY.MIL  |         | <b>Code</b> W56HZV   |         | <b>6. Administered By (If Other Than Item 5)</b><br>DCMA SAN ANTONIO<br>615 EAST HOUSTON STREET<br>P.O. BOX 1040<br>SAN ANTONIO TX 78294-1040  |   | <b>Code</b> S4404A   |         |
| <b>7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code)</b><br>LASMER INDUSTRIES INC.<br>555 MILL RUN RD.<br>KERRVILLE, TX. 78028-9457<br><br>TYPE BUSINESS: Other Small Business Performing in U.S.  |         | <b>8. Delivery</b><br><input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below) SEE SCHEDULE |         | <b>9. Discount For Prompt Payment</b><br>Net 30 Days   |   | <b>10. Submit Invoices (4 Copies Unless Otherwise Specified)</b> <input type="checkbox"/> <b>Item</b> 12 |         |
| <b>Code</b> 32783  |         | <b>Facility Code</b>   |         | <b>To The Address Shown In:</b>  |   |  |         |
| <b>11. Ship To/Mark For</b><br>SEE SCHEDULE  |         | <b>Code</b>  |         | <b>12. Payment Will Be Made By</b><br>DFAS - COLUMBUS CENTER<br>DFAS-CO/WEST ENTITLEMENT OPERATIONS<br>P.O. BOX 182381<br>COLUMBUS, OH 43218-2381  |   | <b>Code</b> HQ0339   |         |
| <b>13. Authority For Using Other Than Full And Open Competition:</b><br><input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )   |         | <b>14. Accounting And Appropriation Data</b><br>ACRN: AA 97 X4930AC6D 6D 26KB S20113 W56HZV                                  |         |  |   |  |         |
| <b>15A. Item No.</b><br>SEE SCHEDULE   |         | <b>15B. Schedule Of Supplies/Services</b><br>CONTRACT TYPE:<br>Firm-Fixed-Price  |         | <b>15C. Quantity</b>   |   | <b>15D. Unit</b>   |         |
|  |         |  |         | <b>15E. Unit Price</b>   |   | <b>15F. Amount</b>   |         |
| Contract Expiration Date: 2005SEP16  |         |  |         | <b>15G. Total Amount Of Contract</b> <input type="checkbox"/>  |   | \$65,625.00  |         |
| <b>16. Table Of Contents</b>   |         |  |         |  |   |  |         |
| (X)  | Section | Description  | Page(s) | (X)  | Section   | Description  | Page(s) |
| <b>Part I - The Schedule</b>   |         |  |         | <b>Part II - Contract Clauses</b>  |   |  |         |
| X  | A       | Solicitation/Contract Form   | 1       | X  | I   | Contract Clauses   | 27      |
| X  | B       | Supplies or Services and Prices/Costs  | 4       | <b>Part III - List Of Documents, Exhibits, And Other Attachments</b>   |   |  |         |
| X  | C       | Description/Specs./Work Statement  | 7       | X  | J   | List of Attachments  | 33      |
| X  | D       | Packaging and Marking  | 10      | <b>Part IV - Representations And Instructions</b>  |   |  |         |
| X  | E       | Inspection and Acceptance  | 16      | K  | Representations, Certifications, and Other Statements of Offerors |  |         |
| X  | F       | Deliveries or Performance  | 21      | L  | Instrs., Conds., and Notices to Offerors                          |  |         |
| X  | G       | Contract Administration Data   | 24      | M  | Evaluation Factors for Award                                      |  |         |
| X  | H       | Special Contract Requirements  | 25      |  |   |  |         |
| <b>Contracting Officer Will Complete Item 17 Or 18 As Applicable</b>   |         |  |         |  |   |  |         |
| 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 W56HZV04R0770 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. |   |  |         |
| <b>19A. Name And Title Of Signer (Type Or Print)</b>   |         |  |         | <b>20A. Name Of Contracting Officer</b><br>MARIE T. GAPINSKI<br>GAPINSKM@TACOM.ARMY.MIL (586)574-5333  |   |  |         |
| <b>19B. Name of Contractor</b>   |         | <b>19c. Date Signed</b>  |         | <b>20B. United States Of America</b>   |   | <b>20C. Date Signed</b>  |         |
| By _____<br>(Signature of person authorized to sign)   |         |  |         | By _____ /SIGNED/<br>(Signature of Contracting Officer)  |   | 2004SEP17  |         |

|                           |  |                     |
|---------------------------|--|---------------------|
| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b> | <b>Page 2 of 33</b> |
|                           | PIIN/SIIN W56HZV-04-C-0654      MOD/AMD          |                     |

**Name of Offeror or Contractor:** LASMER INDUSTRIES INC.

SECTION A - SUPPLEMENTAL INFORMATION

|                        |              |             |
|------------------------|--------------|-------------|
| <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|------------------------|--------------|-------------|

|     |                        |                     |          |
|-----|------------------------|---------------------|----------|
| A-1 | 52.204-4850<br>(TACOM) | ACCEPTANCE APPENDIX | FEB/2002 |
|-----|------------------------|---------------------|----------|

(a) Contract Number W56HZV-04-C-0654 is awarded to Lasmer Industries. The Government accepts your proposal dated 2-Jul-04 in response to Solicitation Number: W56HZV-04-R-0770, signed by Larry Howard, General Manager of your company.

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

Section E, 52.246-4025, HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT -- TACOM QUALITY SYSTEM REQUIREMENT: N/A

Section E, 52.246-4028, INSPECTION POINT: Lasmer Industries, Inc. 555 Mill Run Road, Kerrville, Texas 78028

Shipping Characteristics:

Unit Package Exterior Size/Weight of Unit Package with contents:

Length 32\_\_ x Width 10\_\_ x Depth 4\_\_(expressed in inches)/Weight expressed in \_\_33\_\_ pounds

Shipping Container: Palletized

Exterior Size of SHIPPING CONTAINER AND CONTENTS THEREIN:

Length, 48"\_\_ x Width, 40"\_\_ x Height, 54"\_\_ (expressed in feet and inches)

Number of unit packages per shipping container \_\_70\_\_ each

Gross weight of Shipping container and contents 2400\_\_ Lbs.

Is the Load palletized, skidded, or some other platform device used as a base for handling and transporting as a single entity. Yes [X] No [ ] ; describe: \_\_\_\_\_.

Number of Shipping containers per pallet/skid 70 each.

Weight of empty pallet, skid, platform, dolly, other device used as a base for handling and transporting materials 35 Lbs

Size of Unit Load(pallet/skid including shipping container(s)assembled for handling and transportation as a single entity:

Length, \_48\_\_ x Width, \_40\_\_ x Height, \_\_54\_\_ (expressed in feet and inches)

Gross Weight of Unit Load \_\_2400\_\_ Lbs;

Others: N/A

(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: N/A

[End of Clause]

|     |             |                                     |          |
|-----|-------------|-------------------------------------|----------|
| A-2 | 52.204-4016 | TACOM-WARREN ELECTRONIC CONTRACTING | JUL/2003 |
|-----|-------------|-------------------------------------|----------|

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

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PIIN/SIIN W56HZV-04-C-0654

MOD/AMD

**Name of Offeror or Contractor:** LASMER INDUSTRIES INC.

(TACOM)

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

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

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

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

(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](mailto:acqcenweb@tacom.army.mil)

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

[End of Clause]

A-3 52.214-4003 ALL OR NONE  
(TACOM)

MAR/1998

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

(1) ONLY ONE AWARD WILL BE MADE AS A RESULT OF THIS SOLICITATION.

(2) OFFERS SUBMITTED FOR LESS THAN THE TOTAL QUANTITIES OF ALL THE ITEMS IN THIS SOLICITATION WILL BE DEEMED NONRESPONSIVE.

[End of Clause]

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

JUL/2002

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

[End of Clause]

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-04-C-0654 MOD/AMD

Name of Offeror or Contractor: LASMER INDUSTRIES INC.

| ITEM NO           | SUPPLIES/SERVICES  | QUANTITY                | UNIT          | UNIT PRICE      | AMOUNT       |  |  |               |                 |             |               |                 |              |     |                |        |   |  |   |                   |                 |                         |  |  |  |     |     |      |  |  |  |     |       |  |  |  |  |               |                 |             |               |                 |              |     |                |        |   |  |   |                   |                 |                         |  |  |  |     |     |      |  |  |  |     |    |             |              |
|-------------------|--|-------------------------|---------------|-----------------|--------------|--|--|---------------|-----------------|-------------|---------------|-----------------|--------------|-----|----------------|--------|---|--|---|-------------------|-----------------|-------------------------|--|--|--|-----|-----|------|--|--|--|-----|-------|--|--|--|--|---------------|-----------------|-------------|---------------|-----------------|--------------|-----|----------------|--------|---|--|---|-------------------|-----------------|-------------------------|--|--|--|-----|-----|------|--|--|--|-----|----|-------------|--------------|
|                   | SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS  |                         |               |                 |              |  |  |               |                 |             |               |                 |              |     |                |        |   |  |   |                   |                 |                         |  |  |  |     |     |      |  |  |  |     |       |  |  |  |  |               |                 |             |               |                 |              |     |                |        |   |  |   |                   |                 |                         |  |  |  |     |     |      |  |  |  |     |    |             |              |
| 0001              | NSN: 5340-01-477-6588<br>FSCM: 19207<br>PART NR: 57K3554<br>SECURITY CLASS: Unclassified   |                         |               |                 |              |  |  |               |                 |             |               |                 |              |     |                |        |   |  |   |                   |                 |                         |  |  |  |     |     |      |  |  |  |     |       |  |  |  |  |               |                 |             |               |                 |              |     |                |        |   |  |   |                   |                 |                         |  |  |  |     |     |      |  |  |  |     |    |             |              |
| 0001AA            | <p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: HARDWARE KIT<br/>                     PRON: EH4Y1678EH PRON AMD: 01 ACRN: AA<br/>                     AMS CD: 070011</p> <p><u>Packaging and Marking</u><br/>                     PACKAGING/PACKING/SPECIFICATIONS:<br/>                     SEE REQUIREMENTS PKG CLAUSE<br/>                     LEVEL PRESERVATION: Military<br/>                     LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u><br/>                     INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DOC</td> <td colspan="5">SUPPL</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> <td><u>TP CD</u></td> </tr> <tr> <td>001</td> <td>W56HZV4086T900</td> <td>W25G1U</td> <td>J</td> <td></td> <td>2</td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td colspan="3"><u>DAYS AFTER AWARD</u></td> <td></td> </tr> <tr> <td>001</td> <td>400</td> <td colspan="3">0120</td> <td></td> </tr> </table> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u><br/>                     (W25G1U) XU TRANSPORTATION OFFICER<br/>                     DDSP NEW CUMBERLAND FACILITY<br/>                     BUILDING MISSION DOOR 113 134<br/>                     NEW CUMBERLAND PA 17070-5001</p> <table border="0"> <tr> <td>DOC</td> <td colspan="5">SUPPL</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> <td><u>TP CD</u></td> </tr> <tr> <td>002</td> <td>W56HZV4086T901</td> <td>W62G2T</td> <td>J</td> <td></td> <td>2</td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td colspan="3"><u>DAYS AFTER AWARD</u></td> <td></td> </tr> <tr> <td>001</td> <td>200</td> <td colspan="3">0120</td> <td></td> </tr> </table> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u><br/>                     (W62G2T) XU DEF DIST DEPOT SAN JOAQUIN<br/>                     25600 S CHRISMAN ROAD<br/>                     REC WHSE 10 PH 209 839 4307<br/>                     TRACY CA 95304-5000</p> | DOC                     | SUPPL         |                 |              |  |  | <u>REL CD</u> | <u>MILSTRIP</u> | <u>ADDR</u> | <u>SIG CD</u> | <u>MARK FOR</u> | <u>TP CD</u> | 001 | W56HZV4086T900 | W25G1U | J |  | 2 | <u>DEL REL CD</u> | <u>QUANTITY</u> | <u>DAYS AFTER AWARD</u> |  |  |  | 001 | 400 | 0120 |  |  |  | DOC | SUPPL |  |  |  |  | <u>REL CD</u> | <u>MILSTRIP</u> | <u>ADDR</u> | <u>SIG CD</u> | <u>MARK FOR</u> | <u>TP CD</u> | 002 | W56HZV4086T901 | W62G2T | J |  | 2 | <u>DEL REL CD</u> | <u>QUANTITY</u> | <u>DAYS AFTER AWARD</u> |  |  |  | 001 | 200 | 0120 |  |  |  | 750 | KT | \$ 87.50000 | \$ 65,625.00 |
| DOC               | SUPPL  |                         |               |                 |              |  |  |               |                 |             |               |                 |              |     |                |        |   |  |   |                   |                 |                         |  |  |  |     |     |      |  |  |  |     |       |  |  |  |  |               |                 |             |               |                 |              |     |                |        |   |  |   |                   |                 |                         |  |  |  |     |     |      |  |  |  |     |    |             |              |
| <u>REL CD</u>     | <u>MILSTRIP</u>  | <u>ADDR</u>             | <u>SIG CD</u> | <u>MARK FOR</u> | <u>TP CD</u> |  |  |               |                 |             |               |                 |              |     |                |        |   |  |   |                   |                 |                         |  |  |  |     |     |      |  |  |  |     |       |  |  |  |  |               |                 |             |               |                 |              |     |                |        |   |  |   |                   |                 |                         |  |  |  |     |     |      |  |  |  |     |    |             |              |
| 001               | W56HZV4086T900   | W25G1U                  | J             |                 | 2            |  |  |               |                 |             |               |                 |              |     |                |        |   |  |   |                   |                 |                         |  |  |  |     |     |      |  |  |  |     |       |  |  |  |  |               |                 |             |               |                 |              |     |                |        |   |  |   |                   |                 |                         |  |  |  |     |     |      |  |  |  |     |    |             |              |
| <u>DEL REL CD</u> | <u>QUANTITY</u>  | <u>DAYS AFTER AWARD</u> |               |                 |              |  |  |               |                 |             |               |                 |              |     |                |        |   |  |   |                   |                 |                         |  |  |  |     |     |      |  |  |  |     |       |  |  |  |  |               |                 |             |               |                 |              |     |                |        |   |  |   |                   |                 |                         |  |  |  |     |     |      |  |  |  |     |    |             |              |
| 001               | 400  | 0120                    |               |                 |              |  |  |               |                 |             |               |                 |              |     |                |        |   |  |   |                   |                 |                         |  |  |  |     |     |      |  |  |  |     |       |  |  |  |  |               |                 |             |               |                 |              |     |                |        |   |  |   |                   |                 |                         |  |  |  |     |     |      |  |  |  |     |    |             |              |
| DOC               | SUPPL  |                         |               |                 |              |  |  |               |                 |             |               |                 |              |     |                |        |   |  |   |                   |                 |                         |  |  |  |     |     |      |  |  |  |     |       |  |  |  |  |               |                 |             |               |                 |              |     |                |        |   |  |   |                   |                 |                         |  |  |  |     |     |      |  |  |  |     |    |             |              |
| <u>REL CD</u>     | <u>MILSTRIP</u>  | <u>ADDR</u>             | <u>SIG CD</u> | <u>MARK FOR</u> | <u>TP CD</u> |  |  |               |                 |             |               |                 |              |     |                |        |   |  |   |                   |                 |                         |  |  |  |     |     |      |  |  |  |     |       |  |  |  |  |               |                 |             |               |                 |              |     |                |        |   |  |   |                   |                 |                         |  |  |  |     |     |      |  |  |  |     |    |             |              |
| 002               | W56HZV4086T901   | W62G2T                  | J             |                 | 2            |  |  |               |                 |             |               |                 |              |     |                |        |   |  |   |                   |                 |                         |  |  |  |     |     |      |  |  |  |     |       |  |  |  |  |               |                 |             |               |                 |              |     |                |        |   |  |   |                   |                 |                         |  |  |  |     |     |      |  |  |  |     |    |             |              |
| <u>DEL REL CD</u> | <u>QUANTITY</u>  | <u>DAYS AFTER AWARD</u> |               |                 |              |  |  |               |                 |             |               |                 |              |     |                |        |   |  |   |                   |                 |                         |  |  |  |     |     |      |  |  |  |     |       |  |  |  |  |               |                 |             |               |                 |              |     |                |        |   |  |   |                   |                 |                         |  |  |  |     |     |      |  |  |  |     |    |             |              |
| 001               | 200  | 0120                    |               |                 |              |  |  |               |                 |             |               |                 |              |     |                |        |   |  |   |                   |                 |                         |  |  |  |     |     |      |  |  |  |     |       |  |  |  |  |               |                 |             |               |                 |              |     |                |        |   |  |   |                   |                 |                         |  |  |  |     |     |      |  |  |  |     |    |             |              |

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-04-C-0654 MOD/AMD

Name of Offeror or Contractor: LASMER INDUSTRIES INC.

| 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>003 W56HZV4086T902 W45G19 J 2</p> <p>DEL REL CD QUANTITY DAYS AFTER AWARD</p> <p>001 150 0120</p> <p>FOB POINT: Destination</p> <p>SHIP TO: FREIGHT ADDRESS</p> <p>(W45G19) XR W390 RED RIVER MUNITIONS CTR</p> <p>HIGHWAY 82 WEST CL V TPF</p> <p>GATE 44 BLDG 184</p> <p>TEXARKANA TX 75507-5000</p>   |          |      |             |              |
| 0002    | <p>FSCM: 19207</p> <p>PART NR: 57K3554</p> <p>SECURITY CLASS: Unclassified</p>   |          |      |             |              |
| 0002AA  | <p><u>OPTION QUANTITY</u></p> <p>NOUN: HARDWARE KIT</p> <p><u>Packaging and Marking</u></p> <p>PACKAGING/PACKING/SPECIFICATIONS:</p> <p>SEE PACKAGING REQUIREMENTS SHEET</p> <p>LEVEL PRESERVATION: Military</p> <p>LEVEL PACKING: B</p> <p>The quantity stated for the option CLIN DOES NOT Form a part of the basic contractual quantity. Part or all of it may, however, be added to the contract by exercise of the option clause, at the discretion of the Government.</p> <p>NOTE: Option quantity shall remain valid for 365 days after date of award</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <p>DOC SUPPL</p> <p>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</p> <p>001</p> | 750      | KT   | \$ 87.50000 | \$ 65,625.00 |

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-04-C-0654 MOD/AMD

Name of Offeror or Contractor: LASMER INDUSTRIES INC.

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
|         | <p> <u>DEL REL CD</u>      <u>QUANTITY</u>      <u>DEL DATE</u><br/>                     001                      750                      UNDEFINITIZED<br/><br/>                     FOB POINT: Destination<br/><br/>                     SHIP TO: <u>PARCEL POST ADDRESS</u><br/>                     (Y00000)    SHIPPING INSTRUCTIONS FOR CONSIGNEE<br/>                                       (SHIP-TO) WILL BE FURNISHED PRIOR<br/>                                       TO THE SCHEDULED DELIVERY DATE FOR<br/>                                       ITEMS REQUIRED UNDER THIS<br/>                                       REQUISITION.                 </p> |          |      |            |        |

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**Name of Offeror or Contractor:** LASMER INDUSTRIES INC.

## SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

| <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|------------------------|--------------|-------------|
|------------------------|--------------|-------------|

|     |  |          |
|-----|--|----------|
| C-1 | 52.211-4015 CONFIGURATION CONTROL - ENGINEERING CHANGES<br>(TACOM) | APR/2004 |
|-----|--|----------|

## (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 PC.

(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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(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 (szafranskj@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: N/A.

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

[End of Clause]

|  |  |                            |
|--|--|----------------------------|
| <b>CONTINUATION SHEET</b>                                    | <b>Reference No. of Document Being Continued</b><br><b>PIIN/SIIN</b> W56HZV-04-C-0654 <b>MOD/AMD</b> | <b>Page</b> 9 <b>of</b> 33 |
| <b>Name of Offeror or Contractor:</b> LASMER INDUSTRIES INC. |  |                            |

C-3            52.211-4008            DRAWING LIMITATIONS  
                  (TACOM)

NOV/2002

(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]

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**Name of Offeror or Contractor:** LASMER INDUSTRIES INC.

## SECTION D - PACKAGING AND MARKING

| <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|------------------------|--------------|-------------|
|------------------------|--------------|-------------|

|     |              |                                   |          |
|-----|--------------|-----------------------------------|----------|
| D-1 | 252.211-7003 | ITEM IDENTIFICATION AND VALUATION | JAN/2004 |
|-----|--------------|-----------------------------------|----------|

[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, subtitle, or exhibit line items, the unit price identified in the contract at the time of delivery; and (2) For cost-type line, subtitle, 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\\_](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 Exhibit Number/Contract Data Requirements List Item Number 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 JTC1/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.

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

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(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) 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

52.211-4515  
(TACOM)

PACKAGING REQUIREMENTS (SPECIAL PACKAGING INSTRUCTIONS)

JUN/2004

(a) Military preservation, packing, and marking for this contract/order shall be accomplished in accordance with the specific requirements identified below, all the applicable requirements of, MIL-STD-2073-1, Revision D, Dated 15 Dec 1999 and Notice 1, dated 10 May 2002, and the Special Packaging Instruction, see below.

(1) LEVEL OF PRESERVATION: Military

(2) LEVEL OF PACKING: B

(3) QUANTITY PER UNIT PACKAGE: 001

(4) SPECIAL PACKAGING INSTRUCTION NUMBER. AK14776588

(a) REVISION: As listed on TDPL.

(b) DATE OF REVISION: As listed on TDPL.

(b) Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall be of a size to allow for placement of two loads high and wide in a conveyance. The weight capacity of the pallet must be adequate for the load. The preferred commercial expendable pallet is a 40 x 48 inch, 4-way entry pallet although variations may be permitted as dictated by the characteristics of the items being unitized. The load shall be contained in a manner that will permit safe handling during shipment and storage

(c) Marking:

(1) In addition to any special markings called out on the SPI, all unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129P(2), dated 10 Feb 2004, including bar coding. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract/order or not. Special markings include, but are not limited to, Shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive materiel will not identify the nature of the materiel.

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

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

(4) Computer Automated Transportation Tool (CATT). The following website provides detailed instructions for downloading and installing the Military Shipment Label/Issue Receipt Document (CATT MSL/IRRD) software that will generate a Military Shipping Label to include the required Code 39 and 2D(PDF417) bar codes on the label: <[http://www.asset-trak.com/catt/msl\\_irrd/mslirrdmain.htm](http://www.asset-trak.com/catt/msl_irrd/mslirrdmain.htm)> This program was developed by the Army and is free to those with government contracts. Two contractors have introduced a version of the MSL software that can be purchased by contractors. Both programs produce labels that appear to be in compliance with the requirements of MIL-STD-129P. Contractors are MILPAC (<<http://milpac.com/>>) and Easysoft Corporation (<<http://easysoftcorp.com/>>). Ensure that the ship to and mark for in-the-clear delivery address is complete including: consignees name, organization, department name, office, building, room, street address, city, state, country code, & DODAAC.

(d) Heat Treatment and Marking of Wood Packaging Materials: Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. 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. 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. Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organizations compliance program.

(e) Hazardous Materials(As applicable):

(1) Hazardous Materials is defined as a substance, or waste which has been determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and which has been so designated. (This includes all items listed as hazardous in Titles 29, 40 and 49 CFR and other applicable modal regulations effective at the time of shipment.)

(2) Unless otherwise specified, packaging and marking for hazardous material shall comply with the requirements herein for the mode of transport and the applicable performance packaging contained in the following documents:

International Air Transport Association (IATA) Dangerous Goods Regulations  
International Maritime Dangerous Goods Code (IMDG)  
Code of Federal Regulations (CFR) Title 29, Title 40 and Title 49  
Joint Service Regulation AFJMAN24-204/TM38-250/NAVSUPPUB 505/MCO  
P4030.19/DLAM 4145.3 (for military air shipments).

(3) If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations Recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers.

A Product Material Safety Data Sheets (MSDS) is required to be included with every unit pack and intermediate container and shall be included with the packing list inside the sealed pouch attached to the outside of the package.

(f) This SPI has been validated and the method of preservation/packing has proven successful in meeting the needs of the military distribution system, including indeterminate storage and shipment throughout the world. Special instructions and/or tailoring of the SPI is detailed in the Supplemental Instructions below. A prototype package is required to validate the sizes and fit requirements of the SPI. Minor dimensional and size changes are acceptable provided contractor provides the PCO and ACO with notification 60 days prior to delivery. Any design changes or changes in the method of preservation that provide a cost savings without degrading the method of preservation or packing or affecting the serviceability of the item will be considered and responded to within 10 days of submission to PCO and ACO. Government reserves the right to require testing to validate alternate industrial preservation methods, materials, alternate blocking, bracing, cushioning, and packing.

(f) SUPPLEMENTAL INSTRUCTIONS: None.

[End of Clause]

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## SECTION E - INSPECTION AND ACCEPTANCE

|     | <u>Regulatory Cite</u> | <u>Title</u>                         | <u>Date</u> |
|-----|------------------------|--------------------------------------|-------------|
| E-1 | 52.246-2               | INSPECTION OF SUPPLIES--FIXED-PRICE  | AUG/1996    |
| E-2 | 52.246-16              | RESPONSIBILITY FOR SUPPLIES          | APR/1984    |
| E-3 | 52.242-4008<br>(TACOM) | ROUTING OF SPECIAL PROCESS APPROVALS | AUG/1994    |

(a) Specification TT-C-490 which is part of the technical data package for this contract, may require you to get approval from us prior to production for one or more special processes involved in producing this item. You are required to get prior approval unless the specification says otherwise.

(b) You will prepare the written procedures as the specification requires. You will then route the procedure through the Administrative Contracting Officer (ACO) for review and comment. Once you get the procedure back from the ACO, you will then forward it to the Procuring Contracting Officer (PCO) at TACOM for final approval. The correct address for the PCO is on the face page of this contract.

(c) You will cite (i) the contract number and (ii) the governing specification or standard on all procedures you submit for approval.

[End of Clause]

|     |           |                            |          |
|-----|-----------|----------------------------|----------|
| E-4 | 52.246-15 | CERTIFICATE OF CONFORMANCE | APR/1984 |
|-----|-----------|----------------------------|----------|

(a) When authorized in writing by the cognizant Contract Administration Office (CAO), the Contractor shall ship with a Certificate of Conformance any supplies for which the contract would otherwise require inspection at source. In no case shall the Government's right to inspect supplies under the inspection provisions of this contract be prejudiced. Shipments of such supplies will not be made under this contract until use of the Certificate of Conformance has been authorized in writing by the CAO, or inspection or inspection and acceptance have occurred.

(b) The Contractor's signed certificate shall be attached to or included on the top copy of the inspection or receiving report distributed to the payment office or attached to the CAO copy when contract administration (Block 10 of the DD Form 250) is performed by the Defense Contract Administration Services. In addition, a copy of the signed certificate shall also be attached to or entered on copies of the inspection or receiving report accompanying the shipment.

(c) The Government has the right to reject defective supplies or services within a reasonable time after delivery by written notification to the Contractor. The Contractor shall in such event promptly replace, correct, or repair the rejected supplies or services at the Contractor's expense.

(d) The certificate shall read as follows:

I certify that on \_\_\_ (date) \_\_\_, the \_\_\_ (insert Contractor's name) \_\_\_ furnished the supplies or services called for by Contract number \_\_\_\_\_ via \_\_\_ (Carrier) \_\_\_ on \_\_\_ (Identify the bill of lading or shipping document) \_\_\_ in accordance with all applicable requirements. I further certify that the supplies or services are of the quantity specified and conform in all respects with the contract requirements, including specifications, drawings, preservation, packaging, packing, marking requirements, and physical item identification (part number), and are in the quantity shown on this or on the attached acceptance document.

Date of Execution: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

[End of Clause]

|     |             |  |          |
|-----|-------------|--|----------|
| E-5 | 52.211-4016 | CARC PAINT-PRETREATMENT REQUIREMENTS FOR FERROUS, GALVANIZED AND ALUMINUM SURFACES | AUG/2003 |
|-----|-------------|--|----------|

(a) Ferrous and galvanized surfaces shall be cleaned and pretreated with a Type 1 microcrystalline zinc phosphate system per TT-C-490E. 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-490E. Corrosion resistance tests will be conducted on a monthly basis (two test coupons) after the process has been found to be in compliance with the (pretreatment chemicals) manufacturers instructions. Process control tests for this or

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alternative systems must ensure that the process remains in control and must be documented per ISO 9000 series and approved by TACOM. Testing (corrosion resistance and adhesion) 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 (ASTM B117). All electrocoat primers shall be tested for 1000 hours. Test coupons shall be scraped at a 30 degree contact angle (approximate), 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 TT-C-490E (Type I) 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-490E (Type I) zinc phosphate pretreatment systems must be documented per ISO 9000 series and approved by the procuring activity prior to use. The procedure containing all the elements specified in paragraph 3.2 of TT-C-490E shall be submitted to the procuring activity no less than 45 days prior to start of work. Qualification will consist of verification that the process with its controls can meet the performance requirements in the specification. The performance of zinc phosphate or any proposed alternate pretreatment system must be demonstrated and approved by the procuring activity. Prior to production, a Letter of Approval shall be provided by the Contracting Officer. Requalification of the process shall be required if the process is changed outside the limits defined in the TACOM letter of system acceptance (Letter of Approval) provided to the application facility.

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

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

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

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

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

[End of Clause]

|     |             |   |          |
|-----|-------------|---|----------|
| E-6 | 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

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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 to conduct the scribe tape test. The test locations shall be routinely varied among the following:

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

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

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

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

(e) Test Methods:

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

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

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

(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:

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

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

## DRY FILM THICKNESS TABLE

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

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

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

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

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

[End of clause]

E-7      52.211-4071      CHEMICAL AGENT RESISTANT COATING (CARC) ON WOOD COMPONENTS      OCT/1997  
(TACOM)

(a) Wood shall be in accordance with A-A-52520, and pressure treated with copper napthenate in light solvent solution to a net minimum retention of 0.040 pound per cubic foot (PCF) of copper as measured by gauge or assay method or treatment to refusal. For domestic hardwood species, an alternative non-pressure treatment is acceptable if the high concentrate (2%) of water repellent copper napthenate solution in accordance with American Wood Preservers Association (AWPA) P8 is used and the same net retention is achieved as with pressure treatment when measured by assay method. After treatment, the wood shall provide a paintable surface as described by the paintability requirements of Spec TT-W-572, except that the wood species, treatment and paint shall be the same as furnished for this contract.

(b) After demonstrating that the paint adhesion requirements are met, and Government inspection/acceptance of this item has occurred, any subsequent flaking and peeling of paint from the wood shall not be considered a defect unless the Government establishes that the flaking and/or peeling of the paint was caused by defective workmanship in the application of the paint or the preparation of the painted surface.

[End of Clause]

E-8      52.246-4028      INSPECTION POINT: ORIGIN      FEB/1994  
(TACOM)

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.



**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

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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<br>(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      | 150         | 750             |

(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 N/A 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 START DELIVERIES \_\_\_\_\_ DAYS AFTER THE AWARD DATE; OR, IF APPLICABLE, \_\_\_\_\_ DAYS AFTER AWARD IF FIRST ARTICLE TEST IS WAIVED.

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

[End of Clause]

|     |           |                       |          |
|-----|-----------|-----------------------|----------|
| F-6 | 52.211-16 | VARIATION IN QUANTITY | APR/1984 |
|-----|-----------|-----------------------|----------|

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

(b) The permissible variation shall be limited to:

     ZERO percent increase; and  
     ZERO percent decrease.

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

[End of Clause]

F-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/<br>Motor<br>SPLC* | MILSTRIP<br>Address<br>Code | Rail<br>Ship To:  | Motor<br>Ship To:   | Parcel Post<br>Mail To:  |
|-------------------------|-----------------------------|---|---|--|
| 206721/<br>209405       | W25G1U                      | Transportation Officer<br>Defense Dist Depot<br>Susquehanna<br>New Cumberland, PA | Transportation Officer<br>Defense Dist Depot<br>Susquehanna<br>New Cumberland, PA | Transportation Officer<br>Defense Dist Depot<br>Susquehanna<br>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/<br>875675 | W62G2T | Transportation Officer<br>XU Def Dist Depot<br>San Joaquin<br>25600 S Chrisman Rd<br>Rec Whse 10<br>Tracy, Ca 95376-5000 | Transportation Officer<br>XU Def Dist Depot<br>San Joaquin<br>25600 S Chrisman Rd<br>Rec Whse 10<br>Tracy, Ca 95376-5000 | Transportation Officer<br>Dist Depot San Joaquin<br>P O Box 96001<br>Stockton, CA 95296-0130 |
| 471995/<br>471996 | W31G1Z | Transportation Officer<br>Anniston Army Depot,<br>Bynum, AL  | Transportation Officer<br>Anniston Army Depot,<br>Bynum, AL  | Transportation Officer<br>Anniston Army Depot,<br>Anniston, AL 36201-5021                    |
| 209741/<br>209770 | W25G1R | Transportation Officer<br>Letterkenny Army Depot,<br>Culbertson, PA  | Transportation Officer<br>Letterkenny Army Depot,<br>Chambersburg, PA  | Transportation Officer<br>Letterkenny Army Depot,<br>Chambersburg, PA 17201-4150             |
| 661136/<br>661157 | W45G19 | Transportation Officer<br>Red River Army Depot,<br>Defense, TX   | Transportation Officer<br>Red River Army Depot,<br>Texarkana, TX   | Transportation Officer<br>Red River Army Depot,<br>Texarkana, TX 75507-5000                  |
| 764538/<br>764535 | W67G23 | Transportation Officer<br>Tooele Army Depot,   | Transportation Officer<br>Tooele Army Depot,   | Transportation Officer<br>Tooele Army Depot,   |



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SECTION G - CONTRACT ADMINISTRATION DATA

| LINE   | PRON/<br>AMS CD/<br>ITEM | OBLG<br>ACRN | STAT | ACCOUNTING CLASSIFICATION | JOB<br>ORDER<br>NUMBER | ACCOUNTING<br>STATION | OBLIGATED<br>AMOUNT |
|--------|--------------------------|--------------|------|---------------------------|------------------------|-----------------------|---------------------|
| 0001AA | EH4Y1678EH<br>070011     | AA           | 2    | 97 X4930AC6D 6D           | 26KB S20113            | W56HZV \$             | 65,625.00           |
| TOTAL  |                          |              |      |                           |                        |                       | \$ 65,625.00        |

| SERVICE<br>NAME | TOTAL BY ACRN | ACCOUNTING CLASSIFICATION | ACCOUNTING<br>STATION | OBLIGATED<br>AMOUNT |
|-----------------|---------------|---------------------------|-----------------------|---------------------|
| Army            | AA            | 97 X4930AC6D 6D           | 26KB S20113           | W56HZV \$ 65,625.00 |
| TOTAL           |               |                           |                       | \$ 65,625.00        |

| Regulatory Cite               | Title                            | Date     |
|-------------------------------|----------------------------------|----------|
| G-1<br>52.246-4045<br>(TACOM) | CRITICALITY OF THE CONTRACT ITEM | AUG/1994 |

The contract item has critical application. Before we formally accept the contract item, you or we must perform specific critical inspections of the supplies as the quality assurance requirements in the TDP (Technical Data Package) mandate. Reference DFARS 246.203(c).

[End of Clause]

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

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## SECTION H - SPECIAL CONTRACT REQUIREMENTS

|     | <u>Regulatory Cite</u> | <u>Title</u>                                    | <u>Date</u> |
|-----|------------------------|---|-------------|
| H-1 | 252.225-7002           | QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS    | APR/2003    |
| H-2 | 252.225-7013           | DUTY-FREE ENTRY                                 | JAN/2004    |
| H-3 | 252.231-7000           | SUPPLEMENTAL COST PRINCIPLES                    | DEC/1991    |
| H-4 | 252.246-7000           | MATERIAL INSPECTION AND RECEIVING REPORT        | MAR/2003    |
| H-5 | 52.217-4001<br>(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 750 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 the initial 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-6 252.225-7036 BUY AMERICAN ACT--FREE TRADE AGREEMENTS--BALANCE OF PAYMENTS PROGRAM JAN/2004

(a) Definitions. As used in this clause-

- (1) "Component" means an article, material, or supply incorporated directly into an end product.
- (2) "Domestic end product" means-
  - (i) An unmanufactured end product that has been mined or produced in the United States; or
  - (ii) An end product manufactured in the United States if the cost of its qualifying country components and its components that are mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. The cost of components includes transportation costs to the place of incorporation into the end product and U.S. duty (whether or not a duty-free entry certificate is issued). Scrap generated, collected, and prepared for processing in the United States is considered domestic. A component is considered to have been mined, produced, or manufactured in the United States (regardless of its source in fact) if the end product in which it is incorporated is manufactured in the United States and the component is of a class or kind for which the Government has determined that-
    - (A) Sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States; or
    - (B) It is inconsistent with the public interest to apply the restrictions of the Buy American Act.
- (3) "End product" means those articles, materials, and supplies to be acquired under this contract for public use.
- (4) "Foreign end product" means an end product other than a domestic end product.
- (5) "Free Trade Agreement country" means Canada, Chile, Mexico, or Singapore.
- (6) "Free Trade Agreement country end product" means an article that-
  - (i) Is wholly the growth, product, or manufacture of a Free Trade Agreement country; or
  - (ii) In the case of an article that consists in whole or in part of materials from another country or instrumentality, has been substantially transformed in a Free Trade Agreement country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed the value of the product itself.
- (7) "Qualifying country" means any country set forth in subsection 225.872-1 of the Defense Federal Acquisition Regulation Supplement.
- (8) "Qualifying country component" means a component mined, produced, or manufactured in a qualifying country.
- (9) "Qualifying country end product" means-
  - (i) An unmanufactured end product mined or produced in a qualifying country; or
  - (ii) An end product manufactured in a qualifying country if the cost of the following types of components exceeds 50 percent of the cost of all its components:
    - (A) Components mined, produced, or manufactured in a qualifying country.
    - (B) Components mined, produced, or manufactured in the United States.
    - (C) Components of foreign origin of a class or kind for which the Government has determined that sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States.

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(10) "United States" means the United States, its possessions, Puerto Rico, and any other place subject to its jurisdiction, but does not include leased bases or trust territories.

(b) Unless otherwise specified, this clause applies to all items in the Schedule.

(c) The Contractor shall deliver under this contract only domestic end products unless, in its offer, it specified delivery of qualifying country, Free Trade Agreement country, or other foreign end products in the Buy American Act--Free Trade Agreements--Balance of Payments Program Certificate provision of the solicitation. If the Contractor certified in its offer that it will deliver a qualifying country end product or a Free Trade Agreement country end product, the Contractor shall deliver a qualifying country end product, a Free Trade Agreement country end product, or, at the Contractor's option, a domestic end product.

(d) The contract price does not include duty for end products or components for which the Contractor will claim duty-free entry.

(e) United States law will apply to resolve any claim of breach of this contract.

(End of clause)

|     |                        |  |          |
|-----|------------------------|--|----------|
| H-7 | 52.204-4005            | REQUIRED USE OF ELECTRONIC CONTRACTING | JUN/2004 |
| H-8 | 52.246-4026<br>(TACOM) | LOCAL ADDRESSES FOR DD FORM 250        | JAN/2002 |

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

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

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

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

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

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

[End of Clause]

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## SECTION I - CONTRACT CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://farsite.hill.af.mil/>

[End of Clause]

|      | <u>Regulatory Cite</u> | <u>Title</u>   | <u>Date</u> |
|------|------------------------|--|-------------|
| I-1  | 52.202-1               | DEFINITIONS  | JUL/2004    |
| I-2  | 52.203-3               | GRATUITIES   | APR/1984    |
| I-3  | 52.203-5               | COVENANT AGAINST CONTINGENT FEES   | APR/1984    |
| I-4  | 52.203-6               | RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT  | JUL/1995    |
| I-5  | 52.203-7               | ANTI-KICKBACK PROCEDURES   | JUL/1995    |
| I-6  | 52.203-8               | CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY  | JAN/1997    |
| I-7  | 52.203-10              | PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY   | JAN/1997    |
| I-8  | 52.203-12              | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS   | JUN/2003    |
| I-9  | 52.204-4               | PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER  | AUG/2000    |
| I-10 | 52.209-6               | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT | JUL/1995    |
| I-11 | 52.211-5               | MATERIAL REQUIREMENTS  | AUG/2000    |
| I-12 | 52.215-2               | AUDIT AND RECORDS - NEGOTIATIONS   | JUN/1999    |
| I-13 | 52.215-8               | ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT   | OCT/1997    |
| I-14 | 52.215-14              | INTEGRITY OF UNIT PRICES   | OCT/1997    |
| I-15 | 52.219-8               | UTILIZATION OF SMALL BUSINESS CONCERNS   | MAY/2004    |
| I-16 | 52.222-1               | NOTICE TO THE GOVERNMENT OF LABOR DISPUTES   | FEB/1997    |
| I-17 | 52.222-19              | CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES   | JUN/2004    |
| I-18 | 52.222-20              | WALSH-HEALEY PUBLIC CONTRACTS ACT  | DEC/1996    |
| I-19 | 52.222-21              | PROHIBITION OF SEGREGATED FACILITIES   | FEB/1999    |
| I-20 | 52.222-26              | EQUAL OPPORTUNITY  | APR/2002    |
| I-21 | 52.222-35              | AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA   | DEC/2001    |
| I-22 | 52.222-36              | AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES   | JUN/1998    |
| I-23 | 52.222-37              | EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS                | DEC/2001    |
| I-24 | 52.223-6               | DRUG FREE WORKPLACE  | MAY/2001    |
| I-25 | 52.223-14              | TOXIC CHEMICAL RELEASE REPORTING   | AUG/2003    |
| I-26 | 52.225-13              | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES  | JAN/2004    |
| I-27 | 52.227-1               | AUTHORIZATION AND CONSENT  | JUL/1995    |
| I-28 | 52.227-2               | NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT  | AUG/1996    |
| I-29 | 52.229-3               | FEDERAL, STATE, AND LOCAL TAXES  | APR/2003    |
| I-30 | 52.232-1               | PAYMENTS   | APR/1984    |
| I-31 | 52.232-8               | DISCOUNTS FOR PROMPT PAYMENT   | FEB/2002    |
| I-32 | 52.232-11              | EXTRAS   | APR/1984    |
| I-33 | 52.232-17              | INTEREST   | JUN/1996    |
| I-34 | 52.232-23              | ASSIGNMENT OF CLAIMS   | JAN/1986    |
| I-35 | 52.232-25              | PROMPT PAYMENT   | OCT/2003    |
| I-36 | 52.232-33              | PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION  | OCT/2003    |
| I-37 | 52.233-1               | DISPUTES   | JUL/2002    |
| I-38 | 52.233-3               | PROTEST AFTER AWARD  | AUG/1996    |
| I-39 | 52.242-12              | REPORT OF SHIPMENT (REPSHIP)   | JUN/2003    |
| I-40 | 52.242-13              | BANKRUPTCY   | JUL/1995    |
| I-41 | 52.243-1               | CHANGES--FIXED-PRICE   | AUG/1987    |
| I-42 | 52.244-5               | COMPETITION IN SUBCONTRACTING  | DEC/1996    |
| I-43 | 52.246-23              | LIMITATION OF LIABILITY  | FEB/1997    |
| I-44 | 52.248-1               | VALUE ENGINEERING  | FEB/2000    |
| I-45 | 52.249-2               | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)  | MAY/2004    |
| I-46 | 52.249-8               | DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)   | APR/1984    |
| I-47 | 52.253-1               | COMPUTER GENERATED FORMS   | JAN/1991    |
| I-48 | 252.203-7001           | PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES                                     | MAR/1999    |
| I-49 | 252.204-7003           | CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT   | APR/1992    |
| I-50 | 252.209-7000           | ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER  | NOV/1995    |

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|------|------------------------|--|-------------|
| I-51 | 252.209-7004           | THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY<br>SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE<br>GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal<br>Register 27 Mar 98 | MAR/1998    |
| I-52 | 252.211-7005           | SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS   | FEB/2003    |
| I-53 | 252.215-7000           | PRICING ADJUSTMENTS  | DEC/1991    |
| I-54 | 252.225-7012           | PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES  | JUN/2004    |
| I-55 | 252.225-7014           | PREFERENCE FOR DOMESTIC SPECIALTY METALS (ALT 1)   | APR/2003    |
| I-56 | 252.225-7016           | RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS   | MAY/2004    |
| I-57 | 252.225-7025           | RESTRICTION ON ACQUISITION OF FORGINGS   | APR/2003    |
| I-58 | 252.225-7031           | SECONDARY ARAB BOYCOTT OF ISRAEL   | APR/2003    |
| I-59 | 252.243-7001           | PRICING OF CONTRACT MODIFICATIONS  | DEC/1991    |
| I-60 | 252.243-7002           | REQUESTS FOR EQUITABLE ADJUSTMENT  | MAR/1998    |
| I-61 | 252.244-7000           | SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD<br>CONTRACTS)   | MAR/2000    |
| I-62 | 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)

(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]

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I-63 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.

(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-64 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

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(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-65            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.

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

[End of Clause]

I-66            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]



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(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 32\_\_ x Width 10\_\_ x Depth 4\_\_(expressed in inches)/Weight expressed in \_\_33\_\_ pounds

(2) Shipping Container: Palletized

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

Length, 48"\_\_ x Width, 40"\_\_ x Height, 54"\_\_ (expressed in feet and inches)

(ii) Number of unit packages per shipping container \_\_70\_\_ each

(iii) Gross weight of Shipping container and contents 2400\_\_ 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 [X] No [ ]; describe: \_\_\_\_\_.

(ii) Number of Shipping containers per pallet/skid 70 each.

(iii) Weight of empty pallet, skid, platform, dolly, other device used as a base for handling and transporting materials 35 Lbs

(iv) Size of Unit Load(pallet/skid including shipping container(s)assembled for handling and transportation as a single entity:

Length, \_48\_\_ x Width, \_40\_\_ x Height, \_\_54\_\_ (expressed in feet and inches)

(v) Gross Weight of Unit Load \_\_2400\_\_ Lbs;

[End of Clause]

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SECTION J - LIST OF ATTACHMENTS

| <u>List of</u><br><u>Addenda</u> | <u>Title</u>      | <u>Date</u> | <u>Number</u><br><u>of Pages</u> | <u>Transmitted By</u> |
|----------------------------------|-------------------|-------------|----------------------------------|-----------------------|
| Attachment 001                   | TDP IS ON WEBPAGE |             |                                  |                       |