

AWARD/CONTRACT		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)	▶	Rating DOA4	Page 1 Of 27
2. Contract (Proc. Inst. Ident) No. W56HZV-04-C-0718		3. Effective Date 2004SEP20		4. Requisition/Purchase Request/Project No. SEE SCHEDULE	
5. Issued By TACOM WARREN AMSTA-AQ-ABGD PAM THORNTON (586)574-8899 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL e-mail address: THORNTOP@TACOM.ARMY.MIL		Code W56HZV	6. Administered By (If Other Than Item 5) DCMA NORTHERN CALIFORNIA P.O. BOX 232 700 EAST ROTH ROAD, BLDG 330 FRENCH CAMP CA 95231-0232		Code S0507A
7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code) HODGES TRANSPORTATION, INC 605 FORT CHURCHILL ROAD SILVER SPRINGS, NV. 89429 TYPE BUSINESS: Other Small Business Performing in U.S.			8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below) SEE SCHEDULE		
Code 2D144			9. Discount For Prompt Payment		Item 12
Facility Code			10. Submit Invoices (4 Copies Unless Otherwise Specified) ▶		To The Address Shown In:
11. Ship To/Mark For SEE SCHEDULE		Code	12. Payment Will Be Made By DFAS - COLUMBUS CENTER DFAS-CO/WEST ENTITLEMENT OPERATIONS P.O. BOX 182381 COLUMBUS, OH 43218-2381		Code HQ0339
13. Authority For Using Other Than Full And Open Competition: <input checked="" type="checkbox"/> 10 U.S.C. 2304(c)(1)) <input type="checkbox"/> 41 U.S.C. 253(c)()			14. Accounting And Appropriation Data ACRN: AA 21 42040000046N6N7EP633005255Y S20113 W56HZV		
15A. Item No. SEE SCHEDULE	15B. Schedule Of Supplies/Services CONTRACT TYPE: Cost-Plus-Fixed-Fee	15C. Quantity	15D. Unit	15E. Unit Price	15F. Amount KIND OF CONTRACT: Research and Development Contracts
15G. Total Amount Of Contract ▶					\$680,080.00

(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
Part I - The Schedule				Part II - Contract Clauses			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	20
X	B	Supplies or Services and Prices/Costs	2	Part III - List Of Documents, Exhibits, And Other Attachments			
X	C	Description/Specs./Work Statement	8	X	J	List of Attachments	27
X	D	Packaging and Marking	12	Part IV - Representations And Instructions			
X	E	Inspection and Acceptance	13	K	Representations, Certifications, and Other Statements of Offerors		
X	F	Deliveries or Performance	14	L	Instrs., Conds., and Notices to Offerors		
X	G	Contract Administration Data	15	M	Evaluation Factors for Award		
X	H	Special Contract Requirements	17				

Contracting Officer Will Complete Item 17 Or 18 As Applicable

17. <input checked="" type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return 2 signed 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 type="checkbox"/> Award (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ 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.	
19A. Name And Title Of Signer (Type Or Print)		20A. Name Of Contracting Officer MICHAEL L. CIONI CIONIM@TACOM.ARMY.MIL (586)574-7070	
19B. Name of Contractor	19c. Date Signed	20B. United States Of America	20C. Date Signed 2004SEP20
By _____ (Signature of person authorized to sign)		By _____ /SIGNED/ (Signature of Contracting Officer)	

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Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-04-C-0718 MOD/AMD

Name of Offeror or Contractor: HODGES TRANSPORTATION, INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT						
	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>BASIC EFFORT</u></p> <p>NOUN: REPAIR & RECONFIGURE VEHICLE SECURITY CLASS: Unclassified</p> <p>The contractor shall furnish all the supplies and services to accomplish the Basic Effort, paragraphs C.2 through C.2.5 specified in Section C "Scope of Work"</p> <p>Est. Cost: \$626,963.00 Fixed Fee: \$53,117.00 Total Cost: \$680,080.00</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u> <u>QUANTITY</u> <u>DATE</u></td> <td></td> </tr> <tr> <td>001 1 31-AUG-2005</td> <td></td> </tr> </table> <p style="text-align: right;">\$ 680,080.00</p>	DLVR SCH	PERF COMPL	<u>REL CD</u> <u>QUANTITY</u> <u>DATE</u>		001 1 31-AUG-2005		1	LO		\$ 680,080.00
DLVR SCH	PERF COMPL										
<u>REL CD</u> <u>QUANTITY</u> <u>DATE</u>											
001 1 31-AUG-2005											
000101	<p><u>BASIC EFFORT</u></p> <p>NOUN: FY04 NATC BASIC EFFORT PRON: R342C384R3 PRON AMD: 01 ACRN: AA AMS CD: 63300544111 (AMOUNT: \$ 435,000.00)</p>										
0002	<p><u>DATA ITEMS</u></p> <p>SECURITY CLASS: Unclassified</p>										
A003	<p><u>DATA ITEM</u></p> <p>NOUN: FINAL REPORTS SECURITY CLASS: Unclassified</p>	1	LO	\$ ** NSP **	\$ ** NSP **						

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Name of Offeror or Contractor: HODGES TRANSPORTATION, INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A005	<p><u>DATA ITEM</u></p> <p>NOUN: SOFTWARE SECURITY CLASS: Unclassified</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 3 DEL REL CD QUANTITY DEL DATE 001 1 SEE SECTION F</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00003) SEE NARRATIVE ON DD 1423</p>	1	LO	\$ ** NSP **	\$ ** NSP **
0003	<p><u>OPTION EFFORT</u></p> <p>SECURITY CLASS: Unclassified</p> <p>The contractor shall furnish all the supplies and services to accomplish the Option Effort, paragraphs C.3 through C.4.4 specified in Section C "Scope of Work" as required by awarded Work Directives:</p> <p>Est. Cost: \$00.00 Fixed Fee: \$00.00 Total Cost: \$00.00</p> <p>Level of Effort: 00 Manhours</p> <p>(End of narrative B001)</p>				

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Name of Offeror or Contractor: HODGES TRANSPORTATION, INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	<p>MATERIAL & TRAVEL FOR OPTION EFFORT</p> <p>SECURITY CLASS: Unclassified</p> <p>Material and Travel (Cost Only, No Fee)</p> <p>The current negotiated value of CLIN 0004, for Material and Travel for all awarded Work Directives, is as follows:</p> <p>Estimated Material Cost: \$00.00 Estimated Travel Cost: \$00.00 Total Estimated Value of CLIN 0004: \$00.00</p> <p>Total Obligated Amount of CLIN 0004: \$00.00</p> <p>(End of narrative B001)</p>				

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B.1 ESTIMATED COST AND PAYMENT

B.1.1 The estimated cost for performance of the work under this contract is set forth in the Schedule, Section B. In consideration of performance of the work specified under each CLIN, the Government anticipates paying the Contractor the Estimated Cost amount shown. CLIN 0001 amount shown is for the basic contract effort. CLIN 0003 amount shown is for all option effort exercised to date, and will be revised by the Government as appropriate to incorporate any options exercised. The estimated cost of CLIN 0001 and CLIN 0003 combined shall constitute the estimated cost for the purpose of the Contract Clause entitled "Limitation of Cost", but neither the Government nor the Contractor guarantee the accuracy of said estimates.

B.1.2 The Contractor will be paid the fixed fee stated in Section B opposite CLIN 0001 and CLIN 0003 for the performance of work under the contract and in accordance with the terms of the Contract Clause entitled "Fixed Fee", (MAR 97), FAR 52.216-8. The fixed fee together with the reimbursement of costs shall constitute full and complete consideration for the Contractor's service in connection with the work required and performed under this contract. Material and Travel are funded under CLIN 0004 for any work directive implemented that requires material or travel and does not bear fee.

B.1.3 Allowable cost shall be determined, and payment thereof shall be provided, in accordance with the Contract Clause hereof entitled "Allowable Cost and Payment".

B.2 FUNDING

B.2.1 The Contractor shall notify the Government in accordance with the Contract Clause hereof entitled "LIMITATION OF COST", whenever there is reason to believe that the funds allotted to this Contract are either insufficient or excessive for the performance of the work required.

B.3 OPTION HOURS AND RATE SCHEDULE

B.3.1 The Government may exercise a maximum of 27,821 manhours direct labor hours and subcontracted labor hours over the five-year performance period of the contract. Yearly estimates are as follows. Although the estimated number of hours per year are identified here, the Government may at its discretion exercise more or less hours per year as long as the total number of hours exercised do not exceed 27,821. The estimated subcontracted labor hours are included in the total hours.

CY 04	CY 05	CY 06	CY 07	CY 08	Total Labor Hours
404	8,172	6,440	6,087	6,718	27,821

B.3.2 For Option Hours exercised, dollars will be obligated against the contract in accordance with the rate schedule set forth below.

If the date of option exercise falls on or between:

The applicable Hourly Rate is:

	Est. Cost	Fee	Total
Award thru 30 Dec 04	\$125.45 per hour	\$10.62 per hour	\$136.07
1 Jan 05 thru 31 Dec 05	\$ 94.12 per hour	\$ 7.96 per hour	\$102.08
1 Jan 06 thru 31 Dec 06	\$ 97.29 per hour	\$ 8.20 per hour	\$105.49
1 Jan 07 thru 31 Dec 07	\$ 96.97 per hour	\$ 8.18 per hour	\$105.15
1 Jan 08 thru 31 Dec 08	\$ 97.13 per hour	\$ 8.19 per hour	\$105.32
1 Jan 09 thru 30 Sep 09	\$ 97.13 per hour	\$ 8.19 per hour	\$105.32

B.4 Payment

The contractor may submit public vouchers monthly for payment under this contract. The fee will be payable at the time of reimbursement of cost at the same rate as the total fee of this contract bears to the total estimated cost thereof, subject to any withholding pursuant to provisions of this contract.

B.5 Funding

B.5.1 The Government shall provide funds under this contract covering the estimated cost and fee hereof on an incremental basis as provided for in the following funding schedule and pursuant to the Contract Clause entitled LIMITATION OF FUNDS. It is estimated that the incremental amounts are sufficient for the performance of work in each of cited periods. The Government may, at its discretion,

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allot such funds on an incremental basis within each fiscal year. The contractor shall so plan and execute the work required by this contract as to expend and/or commit funds compatible with the schedule set forth below. Whenever the contractor has reason to believe that the funds allotted to this contract for any fiscal year are either insufficient or excessive for the performance of work required in that fiscal year, the Government shall be so notified.

B.5.2 Funding Schedule

<u>Performance Period</u>	<u>Amount</u>
FY04 - Award through December 2004	\$435,000.00
FY05 - Jan 05 through Completion of Basic Effort	\$245,080.00

B.5 Funds Allotted. The amount of funds currently allotted to this contract for the Basic Effort is \$435,000.00

*** END OF NARRATIVE B 001 ***

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.0 Background: The 6x6 Hybrid Electric Platform (HEP) was originally started in August 2000 as the 6x6 hybrid electric Combat Support Vehicle (CVS). The CVS was funded under the United States Special Operations Command (SOCOM)'s contract (USZA22-00-C-0011) with Nevada Automotive Test Center (NATC), a division of Hodges Transportation, Inc. In August 2003, the CVS program was officially transitioned to TARDEC from SOCOM under the new name 6x6 Hybrid Electric Platform (HEP).

C.1 Objective: The contractor shall provide engineering and testing support to TARDEC's 6x6 Hybrid Electric Platform (HEP) project in the areas of mobility, remote/autonomous robotic operations, pulsed and continuous power, power management, energy storage system, controls, and hybrid electric drive components. The contractor shall provide technical support and deliver products as specified in the basic statement of work in C.2.1 through C.2.5 below, or as specified in individual Work Directives signed by the Contracting Officer.

C.2 CLIN 0001, Basic: These paragraphs C.2.1 through C.2.5 are funded in Section B, CLIN 0001.

C.2.1 CLIN 0001, Basic Vehicle Repair and Modification: The 6x6 HEP vehicle was damaged during testing under the US-SOCOM's contract and TARDEC needs to have it repaired to make it a functional manned and unmanned demonstrator, and includes the following effort:

C.2.1.1 Damage Assessment and Repair: The contractor shall perform a complete damage assessment on the 6x6 HEP and submit the assessment to the COR for review and concurrence within 21 days after contract award. The COR has 10 days to review the assessment and concur or make recommendations. After receipt of COR concurrence, the contractor shall repair/replace all damaged parts to make it a functional vehicle. The contractor shall not repair/replace any damaged parts until COR written concurrence is received.

C.2.1.2 Vehicle Modification: The current dimension of the HEP is 152"L x 56"W x 68"H. Widening the vehicle will add more space under the flatbed/chassis area and help reduce the height of the vehicle by lowering the engine compartment. This vehicle will be used as a manned and unmanned demonstrator.

C.2.1.2.1 The contractor shall develop a reconfiguration plan to accomplish the following: (i) widen the HEP to a width not to exceed 84 inches without affecting the vehicle's skid steer performance, (ii) reduce its height to the maximum possible by taking advantage of the increased width, (iii) reconfigure the driver seat to make it movable and modular, (iv) reconfigure the steering unit to make it moveable/modular, and (v) optimize the use of the new space under the flatbed/chassis by reconfiguring the locations of the engine compartment, battery pack, controllers, traction motors, etc. The contractor shall submit its proposed reconfiguration plan to the COR within 30 days after contract award for review and concurrence. The COR will review the plan and provide comments or concurrence within 14 days after receipt.

C.2.1.2.2 After receipt of COR concurrence, the contractor shall implement the reconfiguration plan as concurred with by the COR. The contractor shall not begin modification/reconfiguration of the vehicle until COR written concurrence is received.

C.2.2 CLIN 0001, Basic Vehicle / System Shakedown and Functional Test:

The contractor shall develop a system shakedown and functional test plan for the 6x6 HEP vehicle it repaired and modified under paragraphs C.2 through C.2.1.2.2 above, and submit it to the COR 30 days prior to the desired test start date for review and concurrence. Data to be collected and documented shall include, but is not limited to, the performance of the engine, traction motors, inverters, DC-DC converters, torque/speed profiles, battery pack (charge/discharge rate), cooling system, and component efficiency. The collected and documented data will to be used as baseline measurement for future effort. The COR will review the plan and provide comments or concurrence within 10 days after receipt.

C.2.2.1 After receipt of COR concurrence, the contractor shall implement the system shakedown and functional test plan as concurred with by the COR and document its performance. The contractor shall ensure the vehicle is drivable, fully functional, still meets the vehicle performance specifications required under SOCOM contract USZA22-00-C-0011, with the exception of the deviations agreed to between SOCOM and NATC were presented to and accepted by TARDEC on 18 February 2004 as design compromises and lessons learned, and is available for future testing activities.

C.2.3 CLIN 0001, Basic Vehicle Drawings and Documentation:

C.2.3.1 The contractor shall submit in Pro-E format in accordance with CDRL A004, mechanical and electrical CAD drawings of the vehicle and all its components to the COR at the completion of paragraphs C.2.1 through 2.2 above as follows:

(i) Functional block diagram of the hybrid electric system;

(ii) Electrical diagrams showing interface connector location/types, wire and cable size/type, and wire routing;

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(iii) Drive by wire control interface diagram, showing the following (as applicable) for each signal parameter: type of signal, physical interface, signal range, polarity, sample rate or frequency, CAN format;

(iv) Public CAN and analog message definition;

(v) CAD 3D files of the vehicle's available spaceclaim, showing physical interfaces, attachment points, and payload volume. These will be provided electronically in native CAD software format or in universal file format such as *.iges or *.stp;

(vi) Suspension interface points, spring rates, existing space claim, and range of travel at ride height, full compression and full extension;

(vii) Top level (major component and subsystem) parts list for the Basic HEP configuration;

(viii) Component data and specifications of purchased parts as provided by the supplier to NATC.

C.2.3.2 NATC is not required to provide the source codes for the existing/current motor controllers, generator controller, or vehicle controller that are proprietary to the suppliers of these items. This task C.2.3 shall be completed within six (6) months after award, and the drawings shall be submitted with the draft final report described in C.2.4.3.

C.2.4 CLIN 0001, Basic Reports:

C.2.4.1 CLIN 0001, Basic Progress, Status and Management Reports: The contractor shall provide bi-monthly written progress reports, in accordance with Data Item A001, Exhibit A, with the first such report due 60 days after contract award. Each report shall describe the technical progress and status of the basic effort, action items, and outstanding issues or problems. The report shall include a concise and inclusive narrative summary, which shall be limited to three (3) pages. Detailed analyses, data, descriptions and discussions shall be included as a synchronous and indexed addendum to the summary. The contractor shall compare actual progress and expense to the proposed spending plan set forth in the contractor's original proposal for the basic effort, CLIN 0001. The contractor shall also provide a one-page summary that includes (i) an estimate of the percentage completed for each task, as well as the current financial obligations for each task; and (ii) issue an estimate of the time and cost remaining necessary for completion.

C.2.4.2 CLIN 0001, Basic Performance and Cost Reports (Financial Reports): The contractor shall provide monthly written financial reports, in accordance with Data Item A002, Exhibit A, with the first such report due 30 days after contract award. The financial report shall contain the following:

(i) Man-hours: The total man-hours expended by technical categories or program tasks, cumulative total man-hours to date, and percentages of total man-hours spent to date. The contractor shall state whether or not remaining hours are sufficient to complete the basic effort, CLIN 0001.

(ii) Funds: The total funds expended, by task for the month, cumulative total funds spent to date, and percentage of total CLIN 0001 funds spent to date. The contractor shall state whether or not funds remaining on CLIN 0001 are sufficient to complete the basic effort.

(iii) Work Completed: Percentage of work completed, by tasks during the month, and cumulative percentage of total basic work completed to date.

C.2.4.3 CLIN 0001, Basic Final Report: The Contractor shall submit the draft Final Report for the basic effort, paragraphs C.2 through C.2.3, nine (9) months after contract award, in accordance with Data Item A003, Exhibit A of the contract. The COR has 30 days to review and request any revisions. The final report shall be due 30 days after receipt of COR comments. The Basic Final Report shall include vehicle and component CAD drawings, technical evaluation, recommendation and all test results such as, measured voltages, currents, power, speed/torque profiles, thermal analysis, etc.

C.2.5 CLIN 0001, Basic Start of Work Meeting: The contractor shall attend and participate in a start of work meeting within 30 days after contract award; the Government anticipates the meeting will be at U.S. Army TARDEC. The contractor shall coordinate a mutually acceptable meeting date with the COR, and notify the buyer identified on page one of the contract of the agreed upon date and time.

C.3. CLIN 0003, Option Work Directive Effort:

C.3.1 CLIN 0003, Option Work Directive Efforts: All CLIN 0003 services will be specified in individual Work Directives. The contractor shall provide all necessary labor, materials, supplies, services, facilities, and equipment to perform the specific work and services required by individual Work Directives, unless specifically stated in the work directive.

C.3.2 CLIN 0003, Option Work Directive Authorization: The contractor shall only perform work under this contract to the extent

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authorized by discrete, written Work Directives signed and provided by the Procuring Contracting Officer (PCO). Work authorized by written Work Directives shall in no case require or constitute personal services, as that term is defined in the Federal Acquisition Regulation (FAR) 37.101. The contractor shall not act or represent itself as an agent of the government, nor shall it have any authority to make decisions or bind the government to any agreements or commitments through its performance under this contract.

C.3.3 CLIN 0003, Option Work Directive Duplication of Effort: The contractor shall not duplicate or otherwise provide efforts required to be performed under any current or past government contracts. In the event that the Government issues a Work Directive under this contract that requires, either directly or indirectly, a work effort that duplicates work currently being performed by the contractor, or previously performed by the contractor, the contractor shall promptly notify the PCO in writing and shall identify and explain the work that previously was performed or that currently is being performed

C.3.4 CLIN 0003, Option Work Directive Types of Effort: All CLIN 0003 effort will be specified in individual Work Directives and will fall into one or more of these general categories:

C.3.4.1 CLIN 0003, Option Work Directive Vehicle Operation and Maintenance: The primary intent of this type of effort is to operate and maintain the 6x6 HEP vehicle and keep it a functional engineering test bed for testing enabling technologies. This effort may include repair and/or replacement of damaged parts.

C.3.4.2 CLIN 0003, Option Work Directive Vehicle Upgrade: The primary intent of this type of effort may include vehicle modification, and installation/integration of components.

C.3.4.3 CLIN 0003, Option Work Directive Government Furnished Components: At its election, and as specified in individual work directives, the Government may provide to the contractor and require the contractor to install components or sub-systems (built up from several components) as Government Furnished Equipment (GFE) for installation into the 6x6 HEP vehicle to test, evaluate and/or assess.

C.3.4.4 CLIN 0003, Option Work Directive Engineering and Testing: This type of effort may include technology assessments, engineering analysis testing, modeling and simulation, design, modification, and development activities in the areas of mobility, suspension system, remote/autonomous robotic operations, hybrid electric drive, energy storage systems, pulsed & continuous power, power management, thermal analysis and system controls. This type of effort may include designing, modifying and/or building new components and fabrication of up to two (2) additional 6x6 HEP vehicles. The engineering and testing activities will help to advance the mobility and hybrid electric technologies, and verify the Technology Readiness Levels (TRL) of the components such as wheel motors and assemblies, power system architecture, advanced high temperature silicon inverters, silicon carbide converters/inverters, batteries, sensors, and controls.

C.3.4.5 CLIN 0003, Option Work Directive Hardware and Software Development: This type of effort may include the design, modeling and simulation, fabrication, identification, evaluation, and/or purchase of hardware and software that will be suitable for use (either as-is or with suitable modifications) on the 6x6 HEP. The hardware or software may be specified by the Government in the Work Directive or warranted based on the outcome of simulation and modeling studies in order to complete the Work Directive effort.

C.3.4.6 CLIN 0003, Option Work Directive Test and Evaluation Master Plans (TEMP): This type of effort may include preparation of Test and Evaluation Master Plans, or the update, revision and of each TEMP.

C.3.4.7 CLIN 0003, Option Work Directive Modeling and Simulation: This effort may include virtual prototype and modeling of the 6x6 HEP vehicle and its associated components over various mission scenarios. The computer model is expected to be conducted on other advanced hybrid electric components and platforms. In addition, this effort may include evaluations, trade studies, finite element and thermal analysis.

C.3.4.8 CLIN 0003, Option Work Directive Project Management: This effort may include planning and conducting of tests, independent cost analysis, and preparation of Project Flow diagrams, Milestone Charts, Gantt Charts, briefing materials, and technical reports.

C.3.4.9 CLIN 0003, Option Work Directive Data Calibration and Standardization with Independent Contractors: This type of effort may include establishing and defining effective data calibration and standardization procedures to ensure that all parties involved (for example, FCS contractors or sub-contractors, universities or independent component developers) with the 6x6 HEP vehicle, can fully utilize the HEP capabilities. Data calibration and correlation, security and standardization between all the parties shall be established and defined on the basis of measured parameters, test site environmental conditions, dynamic range of the measurement apparatus, software format translation, and hardware specific compatibility.

C.4 Option CLIN 0003, Work Directive Reports and Meetings Requirements:

C.4.1 CLIN 0003 Work Directive Reports: When preparing technical reports, summaries, charts, briefing packages, and other written material under this contract, the contractor shall use computer software whose format and version(s) are compatible with that used by the TARDEC Electric Drive Technology Team, including but not limited to: Microsoft Windows, Microsoft Office and MatLab. The contractor shall coordinate with the COR in the event it desires to submit data in any other format in order to ensure compatibility with computer software used by the TARDEC Electric Drive Technology Team.

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C.4.1.1 CLIN 0003 Work Directive Progress, Status and Management Reports: The contractor shall provide bi-monthly written progress reports, in accordance with Data Item A001, Exhibit A. The Government anticipates that the basic effort will be ongoing when the first work directive is awarded; therefore, the first work directive report shall be incorporated into the next regularly scheduled report. (In the event that no other effort is ongoing when a work directive is awarded, the work directive progress report shall be due 60 days after award.) Each report shall describe the technical progress and status of all ongoing efforts, action items, and outstanding issues or problems. The report shall include a concise and inclusive narrative summary, which shall be limited to three (3) pages. Detailed analyses, data, descriptions and discussions shall be included as a synchronous and indexed addendum to the summary. The contractor shall compare actual progress and expense to the proposed spending plan set forth in the contractor's original proposal for each Work Directive. The contractor shall also provide a one-page summary that includes (i) an estimate of the percentage completed for each task on all open work directives, as well as the current financial obligations for each task; and (ii) issue an estimate of the time and cost remaining necessary for completion.

C.4.1.2 CLIN 0003 Work Directive, Performance and Cost Reports (Financial Reports): The contractor shall provide monthly written financial reports, in accordance with Data Item A002, Exhibit A. The Government anticipates that the basic effort will be ongoing when the first work directive is awarded; therefore, the first work directive financial report shall be incorporated into the next regularly scheduled report. (In the event that no other effort is ongoing when a work directive is awarded, the work directive financial report shall be due 30 days after award.) The financial report shall contain the following:

(i) Man-hours: The total man-hours expended by Work Directive, technical categories or program tasks, cumulative total man-hours to date, and percentages of total man-hours spent to date. The contractor shall state whether or not remaining hours on each work directive are sufficient to complete each work directive.

(ii) Funds: The total funds expended, by task for the month, cumulative total funds spent to date, and percentage of total CLIN 0001 funds spent to date. The contractor shall state whether or not funds remaining on CLIN 0001 are sufficient to complete the basic effort.

(iii) Work Completed: Percentage of work completed, by tasks during the month, and cumulative percentage of total basic work completed to date.

C.4.1.3 CLIN 0003 Work Directive Final Reports: The contractor shall submit a draft Final Report to the COR upon the completion of each individual Work Directive within 30 days after the completion in accordance with Data Item A003, Exhibit A, unless an alternate due date is specified in an individual Work Directive. The COR has 30 days to review and request any revisions. The final report shall be due 30 days after receipt of COR comments. Each Final Report shall summarize the significant issues, problems, achievements, and outcomes associated with performance of the tasks required under the individual Work Directives for which that Final Report is being submitted. The contractor shall also include with each Final Report a comparison of the estimated and actual expenses for performance of the tasks required under the individual Work Directive for which the Final Report is being submitted.

C.4.2 CLIN 0003, Option Work Directive Design Drawings: When specified in the individual Work Directive, the contractor shall submit CAD drawings in ProE format, unless otherwise specified in the work directive.

C.4.3 CLIN 0003, Option Work Directive Contract Performance In-Process Reviews (IPR): The contractor shall hold In-Process Reviews every four (4) months after contract award to review cost, schedule, and performance. The COR will schedule the reviews. The reviews will be held either at the contractor's facility, sub-contractor's facility or TARDEC. The Government anticipates the first IPR will be held at the contractor's facility and will alternate between TARDEC and the contractor's or subcontractor's facility. The meetings will be jointly chaired by the contractor and the TARDEC COR. The agenda shall be coordinated in advance of each IPR between the contractor and the COR.

C.4.4 CLIN 0003, Option Work Directive Program Briefing: When required by individual Work Directive, the contractor shall provide technical information, analyses, and recommendations in the form of briefings, to include preparation of charts and other data delivery items. This data may include interdisciplinary assessment of issues, problems, schedules, and alternatives. Subject matter may contain, but is not limited to, project coordination, component and/or sub-system development, test planning, test results and project's status.

*** END OF NARRATIVE C 001 ***

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SECTION D - PACKAGING AND MARKING

D.1 Packaging and Marking:

D.1.1 All hardware deliverable under this contract will be specified in discrete work directive, and shall be packaged in accordance with good commercial practice to assure arrival at the destination without loss or damage.

D.1.2 All technical data delivered under this contract shall be identified by the prime contract number, the name and address of the prime contractor and the name of the subcontractor (if any) that generated the data. The marking shall be in the format below for (1) prime contractor or (2) subcontractor generated data as applicable:

(1) Prime Contract number:
Contractor:

(2) Prime Contract Number:
Contractor:
Subcontractor:
Subcontractor's Address:

*** END OF NARRATIVE D 001 ***

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

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SECTION E - INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-8	INSPECTION OF RESEARCH AND DEVELOPMENT -- COST-REIMBURSEMENT	MAY/2001

E.2 Inspection and Acceptance Point:

Inspection and acceptance of all deliverables under this contract shall be made at Destination by the Contracting Officer or his duly authorized representative. The determination that the deliverables are complete and conform to the requirements of the contract will be made by the Contracting Officer's Representative (COR), to assure the work and the results thereof are in accordance with the terms of the contract.

*** END OF NARRATIVE E 001 ***

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SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP WORK ORDER--(ALTERNATE I dated APR 1984)	AUG/1989
F-2	52.247-34	F.O.B. DESTINATION	NOV/1991
F-3	52.247-48	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT (DEVIATION)	FEB/1999

F.4 DATA

F.4.1 The contractor shall submit all reports electronically in accordance with the Contract Data Requirements List (CDRL), (DD Form 1423), Exhibit A, to the following addresses:

kazbours@tacom.army.mil
thorntop@tacom.army.mil

and

Doug.Brown@dcma.mil

F.4.2 All items called for in this contract that cannot be submitted electronically, shall be delivered FOB Destination to:

U.S. Army Tank-automotive and Armaments Command
ATTN: AMSTA-TAR-R, MS 124, Shukri Kazbour
6501 E. 11 Mile Rd.
Warren, Michigan 48397-5000

F.5 DURATION OF PERFORMANCE:

F.5.1 The Government may award work directives under this contract from the date of award through five years thereafter.

F.5.2 Basic Effort:

F.5.2.1 Work performed under the Basic effort of this contract shall be completed within eleven (11) months after contract award.

F.5.2.2 Drawings required under the Basic effort shall be delivered to the COR within six (6) months after contract award.

F.5.2.3 Basic Final Report: The draft Final Report shall be due nine (9) months after award. The COR will review the draft report and request any revisions within 30 days. The final report is due 30 days thereafter.

F.5.3 Option Effort:

F.5.3.1 The period of performance for each Work Directive will be as specified in the individual Work Directive.

F.5.3.2 The Final Report for each Work Directive shall be due 30 days after completion of work unless an alternate date is specified in the Work Directive. The COR will have 30 days to review and request any revisions. The final report shall be due 30 days thereafter.

F.5.4 Financial Reports: The first Financial report is due 30 days after contract award, and every 30 days thereafter.

F.5.5 Progress Reports: The first Progress Report is due 60 days after contract award, and every 60 days thereafter.

*** END OF NARRATIVE F 001 ***

Name of Offeror or Contractor: HODGES TRANSPORTATION, INC

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 (TACOM) SPECIAL PAYING INSTRUCTIONS: PAY OLDEST MONEY FIRST

G.1.1 This contract currently is funded (or later will be funded) by two or more separate funding documents, as shown in Section G of the contract by the presence of more than one long-line accounting classification for the Contract Line Item Numbers (CLINs) in the contract schedule. The funding represents (or later will represent) appropriations made available for obligation in more than one fiscal year.

G.1.2 In order for disbursements under the contract to be paid appropriately, the following requirements apply to the paying office:

G.1.3 The PAYING OFFICE: shall determine the total amount requested on each invoice or payment voucher received against the contract. Each payment shall be made against the oldest funding line(s) in the contract for which funds remain available. If the oldest fiscal year is represented by two or more accounting lines that still contain funds, payment shall be made equally against all accounting lines representing the oldest fiscal year until such lines are completely disbursed.

G.1.3.1 First example: the contract includes one accounting line from fiscal year 2004 and two accounting lines from fiscal year 2005. Result: disbursements against new invoices are made on the fiscal 2004 accounting line until it is completely disbursed, before any disbursements are made against the fiscal year 2005 accounting lines. Once disbursements start against the fiscal year 2005 lines, those payments will be split equally between the two available fiscal 2005 lines.

G.1.3.2 Second example: the contract includes four accounting lines from fiscal year 2004 and one accounting line from fiscal year 2005. Result: disbursements against new invoices are made and recorded equally against each of the four fiscal 2004 accounting lines. If one of the 2004 accounting lines becomes completely disbursed but money remains available on other 2004 lines, then payment on subsequent invoices will be made and recorded equally among the remaining 2004 lines until they become completely disbursed, before disbursements are made against the fiscal year 2005 line.

*** END OF NARRATIVE G 001 ***

PRON/ LINE AMS CD/ OBLG	JOB ORDER ACCOUNTING OBLIGATED
<u>ITEM</u> <u>MIPR</u> <u>ACRN</u> <u>STAT</u> <u>ACCOUNTING CLASSIFICATION</u>	<u>NUMBER</u> <u>STATION</u> <u>AMOUNT</u>
000101 R342C384R3 AA 2 21 42040000046N6N7EP633005255Y S20113 63300544111	42C384 W56HZV \$ 435,000.00
	TOTAL \$ 435,000.00

<u>SERVICE</u> <u>NAME</u>	<u>TOTAL BY ACRN</u> <u>ACCOUNTING CLASSIFICATION</u>	<u>ACCOUNTING</u> <u>STATION</u>	<u>OBLIGATED</u> <u>AMOUNT</u>
Army	AA 21 42040000046N6N7EP633005255Y S20113	W56HZV	\$ 435,000.00
		TOTAL	\$ 435,000.00

Regulatory Cite _____ Title _____ Date _____

G-1 *** THIS REFERENCE (GS6651) IS NO LONGER VALID ***

(a) Communications on technical matters pertaining to the contract shall be direct between the contractor and the Technical Representative. Communications for the Technical Representative shall be addressed to:

Name: Mr. Shukri Kazbour
e-mail: kazbours@tacom.army.mil

(b) The Administrative Contracting Officer's (ACO) name and email address are also provided if known at this time:

ACO: Mr. Douglas Brown
e-mail: Doug.Brown@dcma.mil

(c) Please see the appointment letters prepared at time of contract award for functions the Technical Representative and ACO will perform on this contract.

[End of Clause]

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G-2 252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE DEC/1991

(a) Definition. Contracting Officer's Representative means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

[End of Clause]

G-3 52.232-4005 INVOICE INFORMATION REQUIREMENT JAN/1988
(TACOM)

On each payment request submitted, the Contractor shall identify each affected Contract Line Item Number (CLIN), sub-CLIN, and/or work directive, together with the related dollar amounts. This requirement does not diminish or restrict any other requirement of this contract.

G-4 52.242-4011 WORK DIRECTIVES FEB/1998
(TACOM)

(a) All work under paragraphs C.3 through C.5 of the Scope of work of this contract shall be performed in accordance with Work Directives signed by the Contracting Officer. Each Work Directives shall include, but not necessarily be limited to, the following information:

- (1) Reference to specific requirement(s) of Section C of this Contract under which the work is to be performed.
- (2) Objective of the work to be performed.
- (3) Number of hours to accomplish the work.
- (4) Estimated completion date as applicable.
- (5) Identification of the Contract Line Item Number (CLIN) under which the work is to be performed.

(6) Relative priority of the work to be performed, if applicable. Work shall be performed in sequential order unless otherwise stated.

(b) The Government has the unilateral right to increase, decrease and prioritize the work to be performed hereunder by the issuance of Work Directives by the Contracting Officer. It is understood and agreed that such adjustments shall be made within the general scope of work and level of effort of the contract and without equitable adjustment thereto.

(c) If, at any time, the Contractor has reason to believe that the hours which it expects to incur in the performance of a Work Directive, when added to all hours incurred previously in performance of such Work Directive, shall exceed the estimated total hours set forth in the Work Directive, the Contractor shall notify in writing the Procuring Contracting Officer and Technical Representative for their appropriate action. The Contractor shall furnish a revised statement of total hours to complete such work together with said notice. Said notice must be furnished as early as possible and prior to the incurrence of additional hours.

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Name of Offeror or Contractor: HODGES TRANSPORTATION, INC

SECTION H - SPECIAL CONTRACT REQUIREMENTS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.203-7002	DISPLAY OF DOD HOTLINE POSTER	DEC/1991
H-2	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
H-3	252.204-7002	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	DEC/1991
H-4	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
H-5	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	APR/2003
H-6	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
H-7	252.225-7013	DUTY-FREE ENTRY	JAN/2004
H-8	252.227-7036	DECLARATION OF TECHNICAL DATA CONFORMITY	JAN/1997
H-9	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999
H-10	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
H-11	252.235-7011	FINAL SCIENTIFIC OR TECHNICAL REPORT	SEP/1999
H-12	252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	DEC/2000
H-13	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
H-14	252.246-7001	WARRANTY OF DATA	DEC/1991
H-15	252.227-7039	PATENTS -- REPORTING OF SUBJECT INVENTIONS	APR/1990

The Contractor shall furnish the Contracting Officer the following:

(a) Interim reports every twelve (12) months (or such longer period as may be specified by the Contracting Officer) from the date of the contract, listing subject inventions during that period and stating that all subject inventions have been disclosed or that there are no such inventions.

(b) A final report, within three (3) months after completion of the contracted work, listing all subject inventions or stating that there were no such inventions.

(c) Upon request, the filing date, serial number and title, a copy of the patent application and patent number, and issue data for any subject invention for which the Contractor has retained title.

(d) Upon request, the Contractor shall furnish the Government an irrevocable power to inspect and make copies of the patent application file.

(End of clause)

H-16 52.204-4005 REQUIRED USE OF ELECTRONIC CONTRACTING JUN/2004

(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference", meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr.gov/>. (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: http://contracting.tacom.army.mil/awards_official.htm
Rock Island: <http://aais.ria.army.mil/AAIS/AWDINFO/index.htm>
Picatinny: <http://procnnet.pica.army.mil/Contracts/Index.htm>
Red River Army Depot: <http://www.redriver.army.mil/contracting/Awards>
Anniston Army Depot: <http://www.anadprocnnet.army.mil>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

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(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/ec/ecip/index.htm>. If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Acceptable formats include:

- (1) Microsoft* 2002 Office Products (TACOM can currently read Office 2002* and lower.): Word, Excel, Powerpoint, or Access
- (2) 100 or 250 MEGABYTE ZIP*-DISK, 3 1/2 INCH DISK, or 650 MEGABYTE CD ROM
- (3) E-MAIL (Maximum size of each e-mail message is be three and one-half (3.5) megabytes).
- (4) Other electronic formats. Before submitting your data in any other electronic format, please e-mail the buyer identified on the face of the contract, with e-mail copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the required data submission date.

NOTE: The above formats may be submitted in compressed form using self-extracting files.

(f) Additional information can be obtained by sending a message to: acqcnweb@tacom.army.mil or by calling (586) 574-7059.

[End of Clause]

H-17 52.216-4008 STATUS OF FUNDS ON COST REIMBURSEMENT CONTRACTS/CLINS JUN/1989
(TACOM)

(a) The Contractor shall review the funding as it relates to work performed on the cost-reimbursement Contract Line Item Numbers (CLINs) under this contract and shall provide to the Procuring Contracting Officer (PCO) a written determination of what, if any, funds are excess to requirements (leaving a reasonable amount for final overhead rate negotiations and other reasonably predicted requirements) and are available for deobligation. This review shall be coordinated with the Administrative Contracting Officer (ACO), and the written determination shall be accomplished within 120 days of completion of performance under the CLIN. The report shall be prepared in terms of dollars available per Purchase Request Order Number (PRON), unless requested otherwise by the PCO.

(b) This report may be requested in writing by the PCO on additional occasions during the course of performance of work on cost-reimbursable CLINs contained in this contract. On such occasions, the written report shall be provided to the PCO within 14 days of Contractor receipt of the written request.

(End of clause)

H-18 52.246-4026 LOCAL ADDRESSES FOR DD FORM 250 JAN/2002
(TACOM)

(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]

H.19 ORDERING/CONTRACT ADMINISTRATION

Name of Offeror or Contractor: HODGES TRANSPORTATION, INC

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	52.215-2	AUDIT AND RECORDS - NEGOTIATIONS	JUN/1999
I-12	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-13	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-14	52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT/1997
I-15	52.215-14	INTEGRITY OF UNIT PRICES (ALTERNATE I, (OCT 1997))	OCT/1997
I-16	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	JAN/2004
I-17	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	OCT/1997
I-18	52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT/1997
I-19	52.216-7	ALLOWABLE COST AND PAYMENT	DEC/2002
I-20	52.216-8	FIXED FEE	MAR/1997
I-21	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY/2004
I-22	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-23	52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION	SEP/2000
I-24	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	JUN/2004
I-25	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-26	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-27	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	DEC/2001
I-28	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-29	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-30	52.223-6	DRUG FREE WORKPLACE	MAY/2001
I-31	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JAN/2004
I-32	52.227-1	AUTHORIZATION AND CONSENT (ALTERNATE I dated April 1984)	JUL/1995
I-33	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-34	52.227-11	PATENT RIGHTS--RETENTION BY THE CONTRACTOR (SHORT FORM)	JUN/1997
I-35	52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR/1996
I-36	52.229-4	FEDERAL, STATE, AND LOCAL TAXES (NONCOMPETITIVE CONTRACT)	APR/2003
I-37	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-38	52.232-17	INTEREST	JUN/1996
I-39	52.232-20	LIMITATION OF COST	APR/1984
I-40	52.232-22	LIMITATION OF FUNDS	APR/1984
I-41	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-42	52.232-25	PROMPT PAYMENT	OCT/2003
I-43	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-44	52.233-1	DISPUTES	JUL/2002
I-45	52.233-3	PROTEST AFTER AWARD -- (ALTERNATE I, dated JUN 1985)	AUG/1996
I-46	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR/1984
I-47	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY/2001
I-48	52.242-4	CERTIFICATION OF INDIRECT COSTS	JAN/1997
I-49	52.242-13	BANKRUPTCY	JUL/1995
I-50	52.243-2	CHANGES--COST-REIMBURSEMENT (ALTERNATE V, dated April 1984))	AUG/1987

CONTINUATION SHEET

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Name of Offeror or Contractor: HODGES TRANSPORTATION, INC

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-51	52.244-2	SUBCONTRACTS (ALT I--AUG 1998)	AUG/1998
I-52	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-53	52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (Deviation, per DAR Tracking Number 99-00008, 13 July 99)	MAY/2004
I-54	52.245-19	GOVERNMENT PROPERTY FURNISHED AS-IS	APR/1984
I-55	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-56	52.249-6	TERMINATION (COST-REIMBURSEMENT)	MAY/2004
I-57	52.249-14	EXCUSABLE DELAYS	APR/1984
I-58	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-59	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES	MAR/1999
I-60	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-61	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-62	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
I-63	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-64	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	OCT/1998
I-65	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	JUN/2004
I-66	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS (ALT 1)	APR/2003
I-67	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	MAY/2004
I-68	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	APR/2003
I-69	252.227-7013	RIGHTS IN TECHNICAL DATA --NONCOMMERCIAL ITEMS	NOV/1995
I-70	252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	JUN/1995
I-71	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JUN/1995
I-72	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JUN/1995
I-73	252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	JUN/1995
I-74	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-75	252.227-7034	PATENTS--SUBCONTRACTS	APR/1984
I-76	252.242-7000	POSTAWARD CONFERENCE	DEC/1991
I-77	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-78	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)	MAR/2000
I-79	252.245-7001	REPORTS OF GOVERNMENT PROPERTY	MAY/1994
I-80	52.222-2	PAYMENT FOR OVERTIME PREMIUMS	JUL/1990

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$00.00 or the overtime premium is paid for work--

- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdown of production equipment, or occasional production bottlenecks of a sporadic nature;
- (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
- (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
- (4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

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I-81 52.223-11 OZONE-DEPLETING SUBSTANCES MAY/2001

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

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

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

WARNING: Contains (or manufactured with, if applicable) _____ * _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

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

[End of Clause]

I-82 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-83 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

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by the DoD at the time of transportation by sea.

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

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

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

(b)

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

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

(i) This contract is a construction contract; or

(ii) The supplies being transported are-

(A) Noncommercial items; or

(B) Commercial items that-

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

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

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

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

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

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

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

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

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

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

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

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Section I for RFQs.)

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

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

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

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

[End of Clause]

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SECTION J - LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT DATA REQUIREMENTS LIST (CDRL) DD1423			

CONTRACT DATA REQUIREMENT LIST

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

A. CONTRACT LINE ITEM NO.: 0002 D. SYSTEM/ITEM: 6x6 Hybrid Electric Platform (HEP)

B. EXHIBIT: A E. CONTRACT/PR NO.: W56HZV-04-R-0675

C. CATEGORY: F. CONTRACTOR: NATC

- 1. DATA ITEM NO.: A001
- 2. TITLE OF DATA ITEM: Progress, Status and Management Report
- 3. SUBTITLE: Progress Reports
- 4. AUTHORITY: DI-MGMT-80227 DI- ADMIN - 81 250
- 5. CONTRACT REFERENCE: C.2.4.1 & C.5.1.1
- 6. REQUIRING OFFICE: AMSRD-TAR-R 9. DIST. STATEMENT REQUIRED.: 12. DATE OF FIRST SUB.: SEE BLK 16
- 7. DD250 REQ: LT 10. FREQUENCY: Bi-Monthly 13. DATE OF SUBS. SUB...: SEE BLK 10
- 8. APP CODE: 11. AS OF DATE:

14. DISTRIBUTION	A. ADDRESSEES	B. COPIES:	DRAFT	FINAL
E-mail Progress Reports to:	kazbours@tacom.army.mil		0	1
copy to:	thorntop@tacom.army.mil		0	1
		15. TOTAL:	0	2

16. REMARKS: Contractor shall provide bi-monthly (every 2 months) written progress reports. First report due 60 days after award of basic contract. Reports (Data) to be the same format as described in Section C of the contract.

17. PRICE GROUP: 18. ESTIMATED TOTAL PRICE :

- 1. DATA ITEM NO. A002
- 2. TITLE OF DATA ITEM: Performance and Cost Report
- 3. SUBTITLE: Financial Report
- 4. AUTHORITY: DI-FNCL-80912 5. CONTRACT REFERENCE: C.2.4.2 & C.5.1.2 REQUIRING OFFICE: AMSRD-TAR-R
- 7. DD250 REQ: LT 9. DIST. STATEMENT REQUIRED: 10. FREQUENCY: Monthly 12. DATE OF FIRST SUB: See Blk 16
- 8. APP CODE: 11. AS OF DATE: See Blk 16 13. DATE OF SUBS. SUB: See Blk 16

14. DISTRIBUTION	A. ADDRESSEES	B. COPIES:	DRAFT	FINAL
E-mail Financial Reports to:	kazbours@tacom.army.mil		0	1
copy to:	thorntop@tacom.army.mil		0	1
		15. TOTAL:	0	2

16. REMARKS: Contractor shall provide monthly written financial reports. First report due 30 days after award of basic contract. Reports (Data) to be the same format as described in Section C of the contract.

17. PRICE GROUP: 18. ESTIMATED TOTAL PRICE:

- 1. DATA ITEM NO.: A003
- 2. TITLE OF DATA ITEM: SCIENTIFIC AND TECHNICAL REPORTS
- 3. SUBTITLE: FINAL REPORTS
- 4. AUTHORITY: DI-MISC - 80048
- 5. CONTRACT REF: C.2.4.3 & C.5.1.3
- 6. REQUIRING OFFICE: AMSRD-TAR-R 9. DIST. STATEMENT REQUIRED.: 12. DATE OF FIRST SUB.: SEE BLK 16
- 7. DD250 REQ: DD 10. FREQUENCY: SEE BLK 16 13. DATE OF SUBS. SUB.: SEE BLK 16
- 8. APP CODE: 11. AS OF DATE:

14. DISTRIBUTION	A. ADDRESSEES	B. COPIES:	DRAFT	FINAL
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E-mail draft and Final Reports to: kazbours@tacom.army.mil 1 1
copy to: thorntop@tacom.army.mil 1 1
15. TOTAL: 2 2

16. REMARKS: Draft final report due 30 days after completion of the basic effort and 30 days after the completion of each individual Work Directive, unless otherwise specified in the Work Directive. The COR will review and request any revisions within 30 days. The Final report shall be due 30 days thereafter.

17. PRICE GROUP: 18. ESTIMATED TOTAL PRICE:

1. DATA ITEM NO.: A004
2. TITLE OF DATA ITEM: Product Drawings And Associated Lists
3. SUBTITLE: Drawings
4. AUTHORITY: DI-SESS-81000B
5. CONTRACT REF: C.2.3, C.2.4.3 & C.4.2
6. REQUIRING OFFICE: AMSRD-TAR-R 9. DIST. STATEMENT REQUIRED.: 12. DATE OF FIRST SUB.: SEE BLK 16
7. DD250 REQ: DD 10. FREQUENCY: SEE BLK 16 13. DATE OF SUBS. SUB.: SEE BLK 16
8. APP CODE: 11. AS OF DATE:

14. DISTRIBUTION	A. ADDRESSEES	B. COPIES:	DRAFT	FINAL
E-mail Drawings to:	kazbours@tacom.army.mil		0	1
		15. TOTAL:	0	1

or Mail Disc to:

Shukri Kazbour
U.S.Army-TARDEC
AMSRD-TAR-R, MS # 121
Warren, MI 48397-5000

16. REMARKS: Submit Drawings as described in C.2.3, C.2.4.3 & C.4.2 for vehicle and associated components in Pro-E Format. Drawings shall be sent electronically either by email or copied on a disc and mailed to the to the COR. Drawings shall be submitted for the basic effort within six (6) months after contract award, and when specified by the individual work directive.

17. PRICE GROUP: 18. ESTIMATED TOTAL PRICE:

1. DATA ITEM NO.: A005
2. TITLE OF DATA ITEM: Computer Software Product End Items
3. SUBTITLE: Software
4. AUTHORITY: DI-MCCR-80700
5. CONTRACT REF: C.3.4.5
6. REQUIRING OFFICE: AMSRD-TAR-R 9. DIST. STATEMENT REQUIRED.: 12. DATE OF FIRST SUB.: SEE BLK 16
7. DD250 REQ: DD 10. FREQUENCY: SEE BLK 16 13. DATE OF SUBS. SUB.: SEE BLK 16
8. APP CODE: 11. AS OF DATE:

14. DISTRIBUTION	A. ADDRESSEES	B. COPIES:	DRAFT	FINAL
E-mail to:	kazbours@tacom.army.mil		0	1
		15. TOTAL:	0	1

or Mail to:

Shukri Kazbour
U.S.Army-TARDEC
AMSRD-TAR-R, MS # 121
Warren, MI 48397-5000

16. REMARKS: Contractor shall furnish the COR a copy the developed software as specified in individual work directive.

17. PRICE GROUP: 18. ESTIMATED TOTAL PRICE: