

AWARD/CONTRACT	1. This Contract Is A Rated Order Under DPAS (15 CFR 700)	Rating DOA4	Page 1 Of 24
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2. Contract (Proc. Inst. Ident) No. W56HZV-04-C-0725	3. Effective Date 2004AUG25	4. Requisition/Purchase Request/Project No. SEE SCHEDULE
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5. Issued By TACOM WARREN AMSTA-AQ-AHEA JOSEPH S. SCOTT (586)574-7312 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL e-mail address: SCOTTJ@TACOM.ARMY.MIL	Code	W56HZV	6. Administered By (If Other Than Item 5) DCMA CENTRAL PENNSYLVANIA- HERCULES AND BRADLEY TEAMS P.O. BOX 15512 YORK PA 17405-1512	Code	S4201A
			SCD C PAS NONE	ADP PT HQ0337	

7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code) UNITED DEFENSE, L.P. GROUND SYSTEMS DIVISION 1100 BAIRS ROAD PO BOX 15512 YORK, PA. 17405-1512 TYPE BUSINESS: Large Business Performing in U.S.	8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below) SEE SCHEDULE
9. Discount For Prompt Payment	
10. Submit Invoices (4 Copies Unless Otherwise Specified)	
Item 12 To The Address Shown In:	

Code 06085	Facility Code	12. Payment Will Be Made By DFAS - COLUMBUS CENTER DFAS-CO/NORTH ENTITLEMENT OPERATION P.O. BOX 182266 COLUMBUS OH 43218-2266
11. Ship To/Mark For SEE SCHEDULE		Code HQ0337

13. Authority For Using Other Than Full And Open Competition: <input checked="" type="checkbox"/> 10 U.S.C. 2304(c)(4)) <input type="checkbox"/> 41 U.S.C. 253(c)()	14. Accounting And Appropriation Data ACRN: AA 9711 X8242EG01X6D100NFU 0022516EGS20113 W56HZV
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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: Service Contracts					FMS REQUIREMENT
15G. Total Amount Of Contract					\$51,513.00

16. Table Of Contents							
(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	14
X	B	Supplies or Services and Prices/Costs	4	Part III - List Of Documents, Exhibits, And Other Attachments			
	C	Description/Specs./Work Statement		X	J	List of Attachments	24
Part IV - Representations And Instructions							
X	D	Packaging and Marking	5				
X	E	Inspection and Acceptance	6				
X	F	Deliveries or Performance	7				
X	G	Contract Administration Data	9				
X	H	Special Contract Requirements	10		K	Representations, Certifications, and Other Statements of Offerors	
					L	Instrs., Conds., and Notices to Offerors	
					M	Evaluation Factors for Award	

Contracting Officer Will Complete Item 17 Or 18 As Applicable

17. <input type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input checked="" type="checkbox"/> Award (Contractor is not required to sign this document.) Your offer on Solicitation Number <u>W56HZV04R0996</u> including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
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19A. Name And Title Of Signer (Type Or Print)	20A. Name Of Contracting Officer RICHARD K. KULCZYCKI KULCZYCR@TACOM.ARMY.MIL (586)574-7299
19B. Name of Contractor	20B. United States Of America
By _____ (Signature of person authorized to sign)	By _____ /SIGNED/ (Signature of Contracting Officer)
19c. Date Signed	20C. Date Signed 2004AUG25

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MOD/AMD

Name of Offeror or Contractor: UNITED DEFENSE, L.P.

SECTION A - SUPPLEMENTAL INFORMATION

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1	52.204-4850 (TACOM)	ACCEPTANCE APPENDIX	FEB/2002

(a) Contract Number W56HZV-04-C-0725 is awarded to United Defense LP. The Government accepts your proposal dated 16 Aug 2004 in response to Solicitation Number: W56HZV-04-R-0996, signed by Mr. James McDonald, Senior Specialist 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: United Defense LP
1100 Bairs Road
York, PA 17405-1512

Shipping Characteristics: N/A

Others:

The following two clauses, E-6 (52.246-4028) and E-7 (52.246-4029) on page 5 of 44 of solicitation number W56HZV-04-R-0996 is corrected to read Bairs Road in lieu of Baird Road.

The following Clause, Patent Rights--Retention By The Contractor (Long Form), 52.227-12, dated Jan 1997, is deleted from this Contract.

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

scottj@tacom.army.mil

(d) The following Amendment(s) to the solicitation are incorporated into this contract: N/A

[End of Clause]

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

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

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

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

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the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.

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

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

[End of Clause]

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Name of Offeror or Contractor: UNITED DEFENSE, L.P.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT										
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS														
0004	SECURITY CLASS: Unclassified														
0004AA	<p>TANK PLANT EQUIPMENT</p> <p>NOUN: TANK PLANT EQUIPMENT PRON: J54NFU0147 PRON AMD: 01 ACRN: AA AMS CD: NFU002 FMS CASE IDENTIFIER: EG-B-NFU</p> <p>CLIN CONTRACT TYPE: FIRM FIXED PRICE</p> <p>(End of narrative B001)</p> <p>Equipment Technology List</p> <p>Hardware to be procured in PHASE 0 and PHASE 1 are listed at Attachment 001.</p> <p>(End of narrative C001)</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></td> <td><u>QUANTITY</u></td> </tr> <tr> <td>001</td> <td>1</td> </tr> <tr> <td></td> <td><u>DATE</u></td> </tr> <tr> <td></td> <td>30-SEP-2006</td> </tr> </table> <p>\$ 51,513.00</p>	DLVR SCH	PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	001	1		<u>DATE</u>		30-SEP-2006	1	LO		\$ 51,513.00
DLVR SCH	PERF COMPL														
<u>REL CD</u>	<u>QUANTITY</u>														
001	1														
	<u>DATE</u>														
	30-SEP-2006														

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Name of Offeror or Contractor: UNITED DEFENSE, L.P.

SECTION D - PACKAGING AND MARKING

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
D-1 52.247-4004 (TACOM)	MARKING REQUIREMENTS FOR EXPORT SHIPMENTS	JAN/1991

Notwithstanding other requirements in this contract with respect to marking of shipments, all shipments moving through air or water terminals to destinations outside the U.S.A. will be marked in accordance with the requirements of DOD 4500.32-R, Military Standard Transportation and Movement Procedures (MILSTAMP), and MIL-STD-129, Military Standard Marking for Shipment and Storage. The Contractor agrees to use Government-supplied DD Forms 1387 (Military Shipment Labels) or DD Forms 1387-1 (Military Shipping Tags) for such shipments, as appropriate per the guidance in MIL-STD-129, and agrees to comply with shipping and marking instructions issued by the Administrative Contracting Officer (ACO). The proper marking of export shipments as discussed herein must be accomplished in conjunction with the requirements of FAR 52.247-52, CLEARANCE AND DOCUMENTATION REQUIREMENTS--SHIPMENTS TO DOD AIR OR WATER TERMINAL TRANSSHIPMENT POINTS, which is referenced in Section D of this contract.

[End of Clause]

D-2 52.247-4016 (TACOM)	HEAT TREATMENT AND MARKING OF WOOD PACKAGING MATERIALS	JUL/2002
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ALL NON-MANUFACTURED WOOD USED IN PACKAGING SHALL BE HEAT TREATED TO A CORE TEMPERATURE OF 56 DEGREES CELSIUS FOR A MINIMUM OF 30 MINUTES. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL BE AFFILIATED WITH AN INSPECTION AGENCY ACCREDITED BY THE BOARD OF REVIEW OF THE AMERICAN LUMBER STANDARD COMMITTEE. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL ENSURE TRACEABILITY TO THE ORIGINAL SOURCE OF HEAT TREATMENT. EACH BOX/PALLET SHALL BE MARKED TO SHOW THE CONFORMANCE TO THE INTERNATIONAL PLANT PROTECTION CONVENTION STANDARD. BOXES/PALLETS AND ANY WOOD USED AS INNER PACKAGING MADE OF NON-MANUFACTURED WOOD SHALL BE HEAT TREATED. THE QUALITY MARK SHALL BE PLACED ON BOTH ENDS OF THE OUTER PACKAGING, BETWEEN THE END CLEATS OR END BATTENS; ON TWO SIDES OF THE PALLET.

[End of Clause]

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Name of Offeror or Contractor: UNITED DEFENSE, L.P.

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	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-3	52.247-29	F.O.B. ORIGIN	JUN/1988
F-4	52.247-34	F.O.B. DESTINATION	NOV/1991
F-5	52.247-48	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT (DEVIATION)	FEB/1999
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.

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

[End of Clause]

F-7	52.247-65	F.O.B. ORIGIN--PREPAID FREIGHT--SMALL PACKAGE SHIPMENTS	JAN/1991
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(a) When authorized by the Contracting Officer, f.o.b. origin freight shipments which do not have a security classification shall move on prepaid commercial bills of lading or other shipping documents to domestic destinations, including air and water terminals. Weight of individual shipments shall be governed by carrier restrictions but shall not exceed 150 pounds by any form of commercial air or 1,000 pounds by other commercial carriers. The Government will reimburse the Contractor for reasonable freight charges.

(b) The Contractor shall annotate the commercial bill of lading as required by the clause of this contract entitled Commercial Bill of Lading Notations.

(c) The Contractor shall consolidate prepaid shipments in accordance with procedures established by the cognizant transportation office. The Contractor is authorized to combine Government prepaid shipments with the Contractor's commercial shipments for delivery to one or more consignees and the Government will reimburse its pro rata share of the total freight costs. The Contractor shall provide a copy of the commercial bill of lading promptly to each consignee. Quantities shall not be divided into mailable lots for the purpose of avoiding movement by other modes of transportation.

(d) Transportation charges will be billed as a separate item on the invoice for each shipment made. A copy of the pertinent bill of lading, shipment receipt, or freight bill shall accompany the invoice unless otherwise specified in the contract.

(e) Loss and damage claims will be processed by the Government.

[End of Clause]

F-8	52.225-4000 (TACOM)	VERIFICATION OF FOREIGN MILITARY SALES (FMS) ADDRESSES	APR/2000
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At least 10 days prior to the first shipment of supplies under this contract, the Contractor shall submit an email request to the cognizant Transportation Office via the Administrative Contracting Officer (ACO) for verification of the FMS "ship-to" address(es) contained in this contract.

[End of Clause]

F-9	52.247-4005 (TACOM)	SHIPMENT OF SUPPLIES AND DETENTION OF CARRIERS EQUIPMENT	AUG/2003
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(a) Unless otherwise directed, shipment items under this contract in following order of priority:

(1) Government/Commercial Bill(s) of Lading or US Postal Services;

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(2) Prepaid Commercial Bill(s) of Lading with transportation charges entered as a separate item on the invoice; or

(3) As otherwise instructed when the contract prohibits use of Government funds for transportation costs.

(b) The Contractor will request:

(1) Government Bills of Lading and

(2) Routing and other instructions, including Defense Transportation Regulation (DTR), DOD Regulation 4500.9-R-Part 2 Cargo Movement, as to the methods of shipment to be followed by the Contractor, or

(c) The Contractor and subcontractor(s) must allow prompt and convenient access of carrier's equipment to loading docks or platforms where the contract items supplies will be loaded. Any charges for detention of carrier's equipment shall be for the account of the Contractor, except when the detention is required or caused by the Government.

[End of Clause]

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Name of Offeror or Contractor: UNITED DEFENSE, L.P.

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ ITEM	OBLG ACRN	STAT	ACCOUNTING CLASSIFICATION	JOB ORDER NUMBER	ACCOUNTING STATION	OBLIGATED AMOUNT
0004AA	J54NFU0147 NFU002	AA	1	9711 X8242EG01X6D1000NFU 0022516EGS20113	4L5JUY	W56HZV \$	51,513.00
TOTAL							\$ 51,513.00

SERVICE NAME	TOTAL BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	OBLIGATED AMOUNT
Army	AA	9711 X8242EG01X6D1000NFU 0022516EGS20113	W56HZV	\$ 51,513.00
TOTAL				\$ 51,513.00

Regulatory Cite _____ Title _____ Date _____

G-1 252.201-7000 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-2 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.

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Name of Offeror or Contractor: UNITED DEFENSE, L.P.

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	252.225-7005	IDENTIFICATION OF EXPENDITURES IN THE UNITED STATES	APR/2002
H-8	252.225-7009	DUTY-FREE-ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	AUG/2000
H-9	252.225-7010	DUTY-FREE ENTRY--ADDITIONAL PROVISIONS	AUG/2000
H-10	252.225-7028	EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS	APR/2003
H-11	252.227-7036	DECLARATION OF TECHNICAL DATA CONFORMITY	JAN/1997
H-12	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999
H-13	252.228-7003	CAPTURE AND DETENTION	DEC/1991
H-14	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
H-15	252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	DEC/2000
H-16	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
H-17	252.246-7001	WARRANTY OF DATA	DEC/1991
H-18	252.225-7027	RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES	APR/2003

a) Except as provided in paragraph (b) of this clause, contingent fees, as defined in the Covenant Against Contingent Fees clause of this contract, are generally an allowable cost, provided the fees are paid to--

(1) A bona fide employee of the Contractor; or

(2) A bona fide established commercial or selling agency maintained by the Contractor for the purpose of securing business.

(b) For foreign military sales, unless the contingent fees have been identified and payment approved in writing by the foreign customer before contract award, the following contingent fees are unallowable under this contract:

(1) For sales to the Government(s) of ARAB REPUBLIC OF EGYPT, contingent fees in any amount.

(2) For sales to Governments not listed in paragraph (b)(1) of this clause, contingent fees exceeding \$50,000 per foreign military sale case.

[End of Clause]

H-19	252.225-7043	ANTITERRORISM/FORCE PROTECTION FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES	JUN/1998
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(a) Except as provided in paragraph (b) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall-

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(b) The requirements of this clause do not apply to any subcontractor that is-

(1) A foreign government;

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(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(c) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from HQDA (DAMO-ODL)/ODCSOP; telephone, DSN 225-8491 or commercial (703) 695-8491. For additional information: Assistant Secretary of Defense for Special Operations and Low Intensity Conflict, ASD(SOLIC); telephone, DSN 255-0044 or commercial (703) 695-0044.

[End of Clause]

H-20 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://procnet.pica.army.mil/Contracts/Index.htm>
Red River Army Depot: <http://www.redriver.army.mil/contracting/Awards>
Anniston Army Depot: <http://www.anadprocnet.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".

(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: acqcenweb@tacom.army.mil or by calling (586) 574-7059.

[End of Clause]

H-21 52.216-4008 STATUS OF FUNDS ON COST REIMBURSEMENT CONTRACTS/CLINS
(TACOM)

JUN/1989

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(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-22 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://web1.whs.osd.mil/icdhome/DD-0999.htm>

[End of Clause]

H.1 MANAGEMENT/DISPOSITION OF HOUSEHOLD ITEMS

H.1.1 Household items purchased for personal use of Contractor employees located on-site in Egypt are not considered to be Contractor Acquired Property as defined in Part 45 of the Federal Acquisition Regulation. Household items include, but are not limited to, appliances and furniture, such as refrigerators, stoves, microwave ovens, washing machines, televisions, VCR's toasters, blenders, kitchen utensils, dishes, silverware, and other miscellaneous items required to adequately furnish apartments/living quarters.

H.1.2 The above household items are not acquired for use in, nor do they effect, direct performance of the Contract. These items are considered to be Personnel Support Services (PSS) associated with the life support of program personnel and purchased in accordance with Paragraph C.2.4.4 of the Contract. The Contracting Officer has determined that they will be managed and disposed of as follows:

H.1.2.1 The Contractor is authorized to dispose of household items that have not been consumed through use by either having its employees purchase the items directly or by selling the items to interested parties in Egypt. Prior to disposal by either method, the Contracting Officer must determine whether the purchase and/or sale price of the household item is fair and reasonable. Any proceeds from the purchase and/or sale must be credited against the Contract. In the event that neither purchase nor sale is available, then the Contractor must transfer the household items to the Government of Egypt.

H.1.2.2 The Contractor is required to keep a record of the purchase of all household items. The information may be in contractor format and will include, as a minimum, the date of purchase, description of item and the purchase price. The Contractor will keep detailed records of all sales transactions of household items, which will be available to the Government for review upon request.

H.2 APO PRIVILEGES - The Contractor is authorized use of APO privileges under this Contract for mail up to 70 lbs. For personal mail and official business mail up to the full size/weight limits of ordinary mail provided such use is approved by the cognizant Military Postal Services Authority (MPSA). The Contractor will reimburse the DOD for MPS support. Misuse of official business mail privileges will result in the termination of all APO privileges.

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*** END OF NARRATIVE H 001 ***

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SECTION I - CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	JUL/2004
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/2003
I-9	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-11	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-12	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-13	52.215-2	AUDIT AND RECORDS - NEGOTIATIONS	JUN/1999
I-14	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-15	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-16	52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT/1997
I-17	52.215-14	INTEGRITY OF UNIT PRICES (ALTERNATE I, (OCT 1997))	OCT/1997
I-18	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	JAN/2004
I-19	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	OCT/1997
I-20	52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT/1997
I-21	52.216-7	ALLOWABLE COST AND PAYMENT	DEC/2002
I-22	52.216-8	FIXED FEE	MAR/1997
I-23	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY/2004
I-24	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (ALTERNATE II)	OCT/2001
I-25	52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN	JAN/1999
I-26	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-27	52.222-3	CONVICT LABOR	JUN/2003
I-28	52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION	SEP/2000
I-29	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	JUN/2004
I-30	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-31	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-32	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-33	52.222-29	NOTIFICATION OF VISA DENIAL	JUN/2003
I-34	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	DEC/2001
I-35	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-36	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-37	52.223-6	DRUG FREE WORKPLACE	MAY/2001
I-38	52.225-8	DUTY-FREE ENTRY	FEB/2000
I-39	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JAN/2004
I-40	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUN/2000
I-41	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-42	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-43	52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR/1996
I-44	52.229-4	FEDERAL, STATE, AND LOCAL TAXES (NONCOMPETITIVE CONTRACT)	APR/2003
I-45	52.229-5	TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR/1984
I-46	52.229-6	TAXES--FOREIGN FIXED-PRICE CONTRACTS	JAN/1991
I-47	52.230-2	COST ACCOUNTING STANDARDS	APR/1998
I-48	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	NOV/1999
I-49	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-50	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-51	52.232-11	EXTRAS	APR/1984
I-52	52.232-17	INTEREST	JUN/1996
I-53	52.232-20	LIMITATION OF COST	APR/1984
I-54	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-55	52.232-25	PROMPT PAYMENT	OCT/2003
I-56	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003

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I-57	52.233-1	DISPUTES	JUL/2002
I-58	52.233-3	PROTEST AFTER AWARD -- (ALTERNATE I, dated JUN 1985)	AUG/1996
I-59	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR/1984
I-60	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY/2001
I-61	52.242-4	CERTIFICATION OF INDIRECT COSTS	JAN/1997
I-62	52.242-10	F.O.B. ORIGIN--GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE	APR/1984
I-63	52.242-12	REPORT OF SHIPMENT (REPSHIP)	JUN/2003
I-64	52.242-13	BANKRUPTCY	JUL/1995
I-65	52.243-1	CHANGES--FIXED-PRICE	AUG/1987
I-66	52.243-2	CHANGES--COST-REIMBURSEMENT (ALTERNATE II, dated April 1984)	AUG/1987
I-67	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-68	52.244-2	SUBCONTRACTS (ALT I--AUG 1998)	AUG/1998
I-69	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-70	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-71	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-72	52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB/1997
I-73	52.247-1	COMMERCIAL BILL OF LADING NOTATIONS the notation set forth in paragraph (a) of the clause applies in this contract. The agency name in line one of the notation shall read:US ARMY TANK-AUTOMOTIVE & ARMAMENTS COMMAND	APR/1984
I-74	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN/2003
I-75	52.248-1	VALUE ENGINEERING	FEB/2000
I-76	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY/2004
I-77	52.249-6	TERMINATION (COST-REIMBURSEMENT)	MAY/2004
I-78	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-79	52.249-14	EXCUSABLE DELAYS	APR/1984
I-80	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-81	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES	MAR/1999
I-82	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-83	252.204-7005	ORAL ATTESTATION OF SECURITY RESPONSIBILITIES	NOV/2001
I-84	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-85	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-86	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	FEB/2003
I-87	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-88	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	OCT/1998
I-89	252.219-7003	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/1996
I-90	252.222-7002	COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS)	JUN/1997
I-91	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	JUN/2004
I-92	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS (ALT 1)	APR/2003
I-93	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	MAY/2004
I-94	252.225-7017	PROHIBITION ON AWARD TO COMPANIES OWNED BY THE PEOPLE'S REPUBLIC OF CHINA	FEB/2000
I-95	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	APR/2003
I-96	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	APR/2003
I-97	252.225-7041	CORRESPONDENCE IN ENGLISH	JUN/1997
I-98	252.225-7042	AUTHORIZATION TO PERFORM	APR/2003
I-99	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	SEP/2001
I-100	252.227-7013	RIGHTS IN TECHNICAL DATA --NONCOMMERCIAL ITEMS	NOV/1995
I-101	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JUN/1995
I-102	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JUN/1995
I-103	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-104	252.232-7008	ASSIGNMENT OF CLAIMS (OVERSEAS)	JUN/1997
I-105	252.233-7001	CHOICES OF LAW (OVERSEAS)	JUN/1997
I-106	252.242-7000	POSTAWARD CONFERENCE	DEC/1991

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I-107	252.242-7003	APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS	DEC/1991
I-108	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-109	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)	MAR/2000
I-110	252.245-7001	REPORTS OF GOVERNMENT PROPERTY	MAY/1994
I-111	52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS ````(ALTERNATE III (OCT 1997))	OCT/1997

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts of subcontracts for commercial items.

(A) If--

(1) the original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition, or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item, and

(2) the modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price or recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(4) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or

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pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(c) Submit the cost portion of the proposal via the following electronic media: Electronic spreadsheet files compatible with MS-DOS/Windows versions Excel 5.0 or earlier, with *.xls, *.wbl, or *.wk3 the preferred formats, SHALL BE SENT IN CD OR EMAIL TO THE CONTRACTING OFFICER.

[End of Clause]

I-112 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 AMOUNT TO BE NEGOTIATED 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)

I-113 52.229-8 TAXES--FOREIGN COST-REIMBURSEMENT CONTRACTS MAR/1990

(a) Any tax or duty from which the United States Government is exempt by agreement with the Government of GOVERNMENT OF EGYPT, or from which the Contractor or any subcontractor under this contract is exempt under the laws of EGYPT, shall not constitute an allowable cost under this contract.

(b) If the Contractor or subcontractor under this contract obtains a foreign tax credit that reduces its Federal income tax liability under the United States Internal Revenue Code (Title 26, U.S. Code) because of the payment of any tax or duty that was reimbursed under this contract, the amount of the reduction shall be paid or credited at the time of such offset to the Government of the United States as the Contracting Officer directs.

(End of clause)

I-114 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:

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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-115 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-116 252.204-7004 ALTERNATE A NOV/2003

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

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

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

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

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

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

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Form 2139 may be obtained from the Contracting Officer.

(c) Flowdown requirements.

(1) The Contractor shall include a clause substantially the same as this one in all first-tier subcontracts exceeding \$500,000, except subcontracts for commercial items, construction, ores, natural gases, utilities, petroleum products and crudes, timber (logs), or subsistence.

(2) The Contractor shall provide the prime contract number to subcontractors for reporting purposes.

(d) Information required. Information to be reported on the part of this contract performed outside the United States (or outside the United States and Canada for reports required by paragraphs (a)(1) and (a)(2) of this clause) includes that for-

(1) Subcontracts;

(2) Purchases; and

(3) Intracompany transfers when transfers originate in a foreign location.

(End of clause)

I-119 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA

MAY/2002

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

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

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

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

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

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

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

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

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

(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

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(B) Commercial items that-

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

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

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

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

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

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

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

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

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

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

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

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

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

(8) Gross weight in pounds and cubic feet if available;

(9) Total ocean freight in U.S. dollars; and

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(10) Name of the steamship company.

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

(1) No ocean transportation was used in the performance of this contract;

(2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

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

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

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

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

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

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

[End of Clause]

I-120	252.248-7000	PREPARATION OF VALUE ENGINEERING CHANGE PROPOSALS	MAY/1994
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Prepare Value Engineering Change Proposals, for submission pursuant to the VALUE ENGINEERING clause of this contract, in the format prescribed by the version of MIL-STD-973 in effect on the date of contract award.

[End of Clause]

I-121	52.204-4009 (TACOM)	MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION	JUN/1999
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(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFQs.)

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

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

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

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

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[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>
Attachment 001	ETL LIST - PHASE 1		001	

ETL NO.	TOOL/FIXTURE NO.	DESCRIPTION
197	112WF12364720	WELD FIXTURE
198	114WF12364720	WELD FIXTURE
199	31WF12364720	WELD FIXTURE
310	M1310862603	TURNOVER
186	LD-RVX11005	SUSPENSION HOUSING LIFTING DEVICE
10	N/A	LASER TRACKER
243	2LD-12364380-001	PTO INSTALLATION TOOL
241	HDF-12364360	ROAD ARM INSTALLATION TOOL
242	HDF-12364374	IDLER ARM INSTALLATION TOOL