

|                       |   |             |              |
|-----------------------|---|-------------|--------------|
| <b>AWARD/CONTRACT</b> | 1. This Contract Is A Rated Order Under DPAS (15 CFR 700) | Rating DOA4 | Page 1 Of 27 |
|-----------------------|---|-------------|--------------|

|   |                                |   |
|---|--------------------------------|---|
| 2. Contract (Proc. Inst. Ident) No.<br>W56HZV-04-C-0760 | 3. Effective Date<br>2004OCT05 | 4. Requisition/Purchase Request/Project No.<br>SEE SCHEDULE |
|---|--------------------------------|---|

|  |                |  |                |
|--|----------------|--|----------------|
| 5. Issued By<br>TACOM WARREN<br>AMSTA-AQ-ATAC<br>GREG JABLONSKI (586)753-2558<br>WARREN, MICHIGAN 48397-5000<br><br>HTTP://CONTRACTING.TACOM.ARMY.MIL<br><br>e-mail address: JABLONSG@TACOM.ARMY.MIL | Code<br>W56HZV | 6. Administered By (If Other Than Item 5)<br>DCMA STEWART & STEVENSON<br>SEALY<br>P.O. BOX 457<br>SEALY, TX 77474-0457 | Code<br>S4807A |
|--|----------------|--|----------------|

|  |   |
|--|---|
| 7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code)<br>STEWART & STEVENSON TACTICAL VEHICLE SYSTEMS, LP<br>5000 I-10 WEST<br>SEALY, TX. 77474-9506<br><br>TYPE BUSINESS: Large Business Performing in U.S. | 8. Delivery<br><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<br>12  |

|                                      |               |  |
|--------------------------------------|---------------|--|
| Code 0FW39                           | Facility Code | 12. Payment Will Be Made By<br>DFAS - COLUMBUS CENTER<br>DFAS-CO/WEST ENTITLEMENT OPERATIONS<br>P.O. BOX 182381<br>COLUMBUS, OH 43218-2381 |
| 11. Ship To/Mark For<br>SEE SCHEDULE | Code          | Code HQ0339  |

|  |  |
|--|--|
| 13. Authority For Using Other Than Full And Open Competition:<br><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<br>ACRN: AA 97 X4930AC6D 6D 26KB S20113 W56HZV |
|--|--|

|   |  |               |           |                 |             |
|---|--|---------------|-----------|-----------------|-------------|
| 15A. Item No.<br>SEE SCHEDULE                           | 15B. Schedule Of Supplies/Services<br>CONTRACT TYPE:<br>Firm-Fixed-Price | 15C. Quantity | 15D. Unit | 15E. Unit Price | 15F. Amount |
| KIND OF CONTRACT:<br>Supply Contracts and Priced Orders |  |               |           |                 |             |

|                               |             |
|-------------------------------|-------------|
| 15G. Total Amount Of Contract | \$65,768.00 |
|-------------------------------|-------------|

| 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  | 19      |
| X                     | B       | Supplies or Services and Prices/Costs | 6       | 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                 | 11      | Part IV - Representations And Instructions                    |         |   |         |
| X                     | E       | Inspection and Acceptance             | 13      |   | K       | Representations, Certifications, and Other Statements of Offerors |         |
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| X                     | H       | Special Contract Requirements         | 17      |   |         |   |         |

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>W56HZV04R1028</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. |
|--|---|

|   |  |
|---|--|
| 19A. Name And Title Of Signer (Type Or Print) | 20A. Name Of Contracting Officer<br>PAMELA L. GROZDON<br>GROZDONP@TACOM.ARMY.MIL (586)574-8552 |
|---|--|

|  |                  |   |                               |
|--|------------------|---|-------------------------------|
| 19B. Name of Contractor                              | 19c. Date Signed | 20B. United States Of America                           | 20C. Date Signed<br>2004OCT05 |
| By _____<br>(Signature of person authorized to sign) |                  | By _____ /SIGNED/<br>(Signature of Contracting Officer) |                               |

**Name of Offeror or Contractor:** STEWART & STEVENSON TACTICAL VEHICLE SYSTEMS, LP

SECTION A - SUPPLEMENTAL INFORMATION

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

(a) Contract Number W56HZV-04-C-0760 is awarded to Stewart & Stevenson Services Tactical Vehicle Systems L.P., Sealy, TX. The Government accepts your proposal dated 29 Aug 2004 in response to Solicitation Number: W56HZV-04-R-1028, signed by Mr. Sam Besase, Supervisor of Commercial Contracts (title) 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:

We will inspect the supplies as described elsewhere in this solicitation/contract before acceptance. Fill-in the location, contractor's or subcontractor's plant, where origin inspection will occur.

CONTRACTOR'S PLANT:            Stewart & Stevenson Tactical Systems L.P  
   5000 I-10 West  
   Sealy, Austin, TX 77474

SUBCONTRACTOR'S PLANT: \_\_\_\_\_  
   (Name)

\_\_\_\_\_  
   (Address)                            (City)                            (County)                            (State)                            (Zip)

[End of Clause]

Section F, 52.242-4022, DELIVERY SCHEDULE                            MAY 2000                            (TACOM)

(a) DEFINITIONS:

(1) CLIN means Contract Line Item Number, and refers to the contract items listed in Section B of this document.

(2) DAYS means the number of days after the date of contract award when you must deliver the stated quantity (QTY) of supplies.

(3) DELIVERY is defined as follows:

(i) FOB Origin - Contractor is required to deliver its shipment as provided in FAR 52.247-29(a)(1)-(4) by the time specified in the individual contract; or

(ii) FOB Destination - Contractor is required to deliver its shipment as provided in FAR 52.247-34(a)(1)-(2) by the time specified in the individual contract. The contractor must take into consideration the length of time necessary to deliver its shipment to the destination designated in the contract, to ensure that the item reaches its destination by the time reflected in the contract.

(b) The Government's proposed delivery schedule is:

| <u>CLIN</u> | <u>DAYS</u>                        | <u>QUANTITY</u> |
|-------------|------------------------------------|-----------------|
| 0001AA      | 90 DAYS AFTER DATE OF AWARD        | 50              |
| 0002AA      | 90 DAYS AFTER DATE OF OPTION AWARD | 100             |

(c) If the successful offeror is granted a waiver of the First Article Test requirement, as contained in Section E, the proposed delivery schedule in the resulting contract shall be accelerated by -2- days, to reflect the removal of leadtime originally included in the delivery schedule to provide for manufacturing, testing, and approval of the first article.

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 3 of 27**

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MOD/AMD

**Name of Offeror or Contractor:** STEWART & STEVENSON TACTICAL VEHICLE SYSTEMS, LP

(d) You can accelerate delivery: At no additional cost to the Government.

(e) Proposing an accelerated delivery schedule will not prejudice your offer. However, if you propose a delivery schedule longer than the schedule listed above, your offer may be determined unacceptable for award.

(f) CONTRACTOR'S PROPOSED SCHEDULE:

(1) I WILL START DELIVERIES 84 DAYS AFTER THE AWARD DATE; OR, IF APPLICABLE, NA DAYS AFTER AWARD IF FIRST ARTICLE TEST IS WAIVED.

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

[End of Clause]

Section I, 52.247-4458 GUARANTEED SHIPPING CHARACTERISTICS--F.O.B. DESTINATION SEP/2000  
(TACOM)

Shipping Characteristics:

(a) The offeror is required to complete subparagraph (b)(1), (2), and (3), of this clause, for each part or component, including all of its packaging. This information will be used by the Government to perform logistics management functions such as providing item sustainment, planning (e.g. estimating storage costs), and redistribution. You are not liable if you give us wrong information, however since the DOD uses this data in-house in existing data bases and because this information may be used in contingency planning it, we request that the information provided be as accurate as possible.

(b) Definitions of terms commonly used in the packaging and distribution environments are defined in ASTM D996 and should be consulted if any term used herein is in question.

(1) Unit Package:

(i) Specify the type of UNIT PACKAGE for each single unit of issue: A container in direct contact with and enclosing the product along with any required protective materials(s) (e.g. item is wrapped in neutral paper, polyethylene foam cushion wrapped, sealed in a waterproof bag, and placed in a fiberboard box). Wrapped W/ESD barrier material, cushioned and packaged in a WR cardboard container I/A/W MIL STE-2073-1D, method 42.

(ii) Unit Package Exterior Size/Weight of Unit Package with contents:

Length 19.4 x Width 15.5 x Depth 7.4 (expressed in inches) / Weight expressed in 14 pounds

(2) Shipping Container:

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

Length, 41 x Width, 37 x Height, 31 (expressed in feet and inches)

(ii) Number of unit packages per shipping container 16 each

(iii) Gross weight of Shipping container and contents 239 Lbs.

(3) Unitized Loads:

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

(ii) Number of Shipping containers per pallet/skid 1 each.

(iii) Weight of empty pallet, skid, platform, dolly, other device used as a base for handling and transporting materials 10 Lbs

|                           |   |                            |
|---------------------------|---|----------------------------|
| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b><br><b>PIIN/SIIN</b> W56HZV-04-C-0760<br><b>MOD/AMD</b> | <b>Page</b> 4 <b>of</b> 27 |
|---------------------------|---|----------------------------|

**Name of Offeror or Contractor:** STEWART & STEVENSON TACTICAL VEHICLE SYSTEMS, LP

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

Length, 42" x Width, 42" x Height, 35" (expressed in feet and inches)

(v) Gross Weight of Unit Load 249 Lbs;

[End of Clause]

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

(d) The following Amendment(s) to the solicitation are incorporated into this contract: None

[End of Clause]

|     |             |  |          |
|-----|-------------|--|----------|
| A-2 | 52.204-4016 | TACOM-WARREN ELECTRONIC CONTRACTING<br>(TACOM) | SEP/2004 |
|-----|-------------|--|----------|

(a) All TACOM solicitations and awards are 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.

(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. Please go to the following webpage for detailed information about submitting your offer electronically: <http://contracting.tacom.army.mil/ebidnotice.htm>

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

(e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (586) 574-7059, or send an email message to: [acqcenweb@tacom.army.mil](mailto:acqcenweb@tacom.army.mil)  
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. For technical assistance in doing business with the Government, and doing business electronically, please visit the Procurement Technical Assistance Center Website at <http://www.sellingtothegovernment.net/index.asp> to find a location near you.

[End of Clause]

|                           |  |                            |
|---------------------------|--|----------------------------|
| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b><br><b>PIIN/SIIN</b> W56HZV-04-C-0760 <b>MOD/AMD</b> | <b>Page</b> 5 <b>of</b> 27 |
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**Name of Offeror or Contractor:** STEWART & STEVENSON TACTICAL VEHICLE SYSTEMS, LP

According to the Technical Data Package, Product Drawing 14.C4, the vendor part number has changed from 192-7896 to 239-3879. Therefore, the purchased part number required for this procurement is 239-3879 (11083), which belongs to Caterpillar.

\*\*\* END OF NARRATIVE A 001 \*\*\*

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-04-C-0760 MOD/AMD

Name of Offeror or Contractor: STEWART & STEVENSON TACTICAL VEHICLE SYSTEMS, LP

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE     | AMOUNT       |
|---------|--|----------|------|----------------|--------------|
| 0001    | <p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p>According to the Technical Data Package, Product Drawing 14.C4, the vendor part number has changed from 192-7896 to 239-3879. Therefore, the purchased part number required for this procurement is 239-3879 (11083), which belongs to Caterpillar.</p> <p>(End of narrative A001)</p> <p>NSN: 5998-01-481-6794<br/>                     FSCM: 19207<br/>                     PART NR: 12422551-001<br/>                     SECURITY CLASS: Unclassified</p>  |          |      |                |              |
| 0001AA  | <p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: ELECTRONIC CONTROL MODULE<br/>                     PRON: EH4Y7091EH PRON AMD: 02 ACRN: AA<br/>                     AMS CD: 070011</p> <p><u>Description/Specs./Work Statement</u><br/>                     TOP DRAWING NR: 12422551-001<br/>                     DATE: 09-APR-2004</p> <p><u>Packaging and Marking</u><br/>                     PACKAGING/PACKING/SPECIFICATIONS:<br/>                     SEE PACKAGING REQUIREMENTS SHEET<br/>                     LEVEL PRESERVATION: Military<br/>                     LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u><br/>                     INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u><br/>                     DOC SUPPL<br/> <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u><br/>                     001 W56HZV4099T841 W25G1U L 1<br/> <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u><br/>                     001 50 0090</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u><br/>                     (W25G1U) XU TRANSPORTATION OFFICER<br/>                     DDSP NEW CUMBERLAND FACILITY<br/>                     BUILDING MISSION DOOR 113 134<br/>                     NEW CUMBERLAND PA 17070-5001</p> | 50       | EA   | \$ 1,315.36000 | \$ 65,768.00 |

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-04-C-0760 MOD/AMD

Name of Offeror or Contractor: STEWART & STEVENSON TACTICAL VEHICLE SYSTEMS, LP

| ITEM NO           | SUPPLIES/SERVICES  | QUANTITY | UNIT            | UNIT PRICE | AMOUNT |  |  |        |          |      |        |          |       |     |  |  |  |  |  |                   |                 |  |                 |  |  |     |     |  |               |  |  |     |    |                |                            |
|-------------------|--|----------|-----------------|------------|--------|--|--|--------|----------|------|--------|----------|-------|-----|--|--|--|--|--|-------------------|-----------------|--|-----------------|--|--|-----|-----|--|---------------|--|--|-----|----|----------------|----------------------------|
| 0002              | FSCM: 19207<br>PART NR: 12422551-001<br>SECURITY CLASS: Unclassified   |          |                 |            |        |  |  |        |          |      |        |          |       |     |  |  |  |  |  |                   |                 |  |                 |  |  |     |     |  |               |  |  |     |    |                |                            |
| 0002AA            | <p data-bbox="264 493 568 514"><u>UNEXERCISED OPTION QUANTITY</u></p> <p data-bbox="264 678 766 831">The quantity stated for the option CLIN DOES NOT Form a part of the basic contractual quantity. Part or all of it may, however, be added to the contract by exercise of the option clause, at the discretion of the Government.</p> <p data-bbox="443 917 699 938">(End of narrative B001)</p> <p data-bbox="264 1022 634 1043"><u>Description/Specs./Work Statement</u><br/>                     TOP DRAWING NR: 12422551-001<br/>                     DATE: 09-APR-2004</p> <p data-bbox="264 1157 503 1178"><u>Packaging and Marking</u><br/>                     PACKAGING/PACKING/SPECIFICATIONS:<br/>                     SEE PACKAGING REQUIREMENTS SHEET<br/>                     LEVEL PRESERVATION: Military<br/>                     LEVEL PACKING: B</p> <p data-bbox="264 1341 547 1362"><u>Inspection and Acceptance</u><br/>                     INSPECTION: Origin ACCEPTANCE: Origin</p> <p data-bbox="264 1449 547 1470"><u>Deliveries or Performance</u></p> <table border="0" data-bbox="264 1474 846 1602"> <tr> <td>DOC</td> <td></td> <td>SUPPL</td> <td></td> <td></td> <td></td> </tr> <tr> <td>REL CD</td> <td>MILSTRIP</td> <td>ADDR</td> <td>SIG CD</td> <td>MARK FOR</td> <td>TP CD</td> </tr> <tr> <td>001</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td></td> <td><u>DEL DATE</u></td> <td></td> <td></td> </tr> <tr> <td>001</td> <td>100</td> <td></td> <td>UNDEFINITIZED</td> <td></td> <td></td> </tr> </table> <p data-bbox="264 1659 513 1680">FOB POINT: Destination</p> <p data-bbox="264 1713 779 1864">SHIP TO: <u>PARCEL POST ADDRESS</u><br/>                     (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE<br/>                     (SHIP-TO) WILL BE FURNISHED PRIOR<br/>                     TO THE SCHEDULED DELIVERY DATE FOR<br/>                     ITEMS REQUIRED UNDER THIS<br/>                     REQUISITION.</p> | DOC      |                 | SUPPL      |        |  |  | REL CD | MILSTRIP | ADDR | SIG CD | MARK FOR | TP CD | 001 |  |  |  |  |  | <u>DEL REL CD</u> | <u>QUANTITY</u> |  | <u>DEL DATE</u> |  |  | 001 | 100 |  | UNDEFINITIZED |  |  | 100 | EA | \$ 1,315.36000 | \$ 131,536.00<br>ESTIMATED |
| DOC               |  | SUPPL    |                 |            |        |  |  |        |          |      |        |          |       |     |  |  |  |  |  |                   |                 |  |                 |  |  |     |     |  |               |  |  |     |    |                |                            |
| REL CD            | MILSTRIP   | ADDR     | SIG CD          | MARK FOR   | TP CD  |  |  |        |          |      |        |          |       |     |  |  |  |  |  |                   |                 |  |                 |  |  |     |     |  |               |  |  |     |    |                |                            |
| 001               |  |          |                 |            |        |  |  |        |          |      |        |          |       |     |  |  |  |  |  |                   |                 |  |                 |  |  |     |     |  |               |  |  |     |    |                |                            |
| <u>DEL REL CD</u> | <u>QUANTITY</u>  |          | <u>DEL DATE</u> |            |        |  |  |        |          |      |        |          |       |     |  |  |  |  |  |                   |                 |  |                 |  |  |     |     |  |               |  |  |     |    |                |                            |
| 001               | 100  |          | UNDEFINITIZED   |            |        |  |  |        |          |      |        |          |       |     |  |  |  |  |  |                   |                 |  |                 |  |  |     |     |  |               |  |  |     |    |                |                            |

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

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MOD/AMD

**Name of Offeror or Contractor:** STEWART & STEVENSON TACTICAL VEHICLE SYSTEMS, LP

## SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

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

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

## (a) DEFINITIONS:

(1) Engineering Change Proposal (ECP). An ECP is a suggestion that we (the Government) permanently change some requirement of the Technical Data Package (TDP). ECPs can be issued before or during contract performance. NOTE: The current Government Standard allows us ninety days to process routine ECPs. If you (the contractor) need a response in less than ninety days to meet contract requirements, you should consider submitting a deviation along with your ECP.

(2) Request for Deviation (RFD). A RFD is a one-time request to deviate from TDP requirements. You must submit your deviation request once you realize that you desire to deviate from the TDP requirements. You can request a deviation for a specific number of parts or the entire contract quantity.

(3) Value Engineering Change Proposal (VECP). A proposal that --

(i) Requires a change to the instant contract; and

(ii) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change --

(A) In deliverable end item quantities only;

(B) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or

(C) To the contract type only.

(4) Notice of Revision (NOR). A NOR describes the proposed changes to a technical document being requested by an ECP.

(b) When will TACOM start processing change requests? TACOM won't start processing any ECP, VECP, or RFD until we receive the ACO's comments (see paragraph (e) below) and the ECP, VECP, or RFD documentation.

(c) Contractor Responsibility. ECPs, VECPs, and RFD shall contain information per the instructions outlined on the Data Delivery Descriptions (DDD) which can be found at the following website: <http://contracting.tacom.army.mil/engr/engrchange.htm>. Forms for preparing an ECP, VECP, or a RFD can also be found at this website. You may use other media, as long as you give us all the information outlined in the DDDs.

(1) Identify the two-digit Weapon System Code (WSC) on your submittal. The WSC for this procurement is (N2).

(2) The Contractor shall submit ECPs/VECPs/RFDs to the Government electronically. You must use one of the following electronic mediums: 100 megabyte Zip\*-disk, 3 1/2 inch disk, 650 megabyte CD ROM, or E-mail. (E-mail files must be sized 3.5 mb or less.) Identify the software application, and version, that you used to create each file submitted.

(3) ECPs/VECPs/RFDs submitted in paper form are unacceptable and will be returned. You must use one of the following electronic formats:

(i) Files readable using these Microsoft 97 Office Products: Word, Excel, PowerPoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable.

(ii) Files in Adobe PDF (Portable Document Format).

(iii) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within your electronic ECPs/VECPs/RFDs and be accessible offline.

(iv) Other electronic formats. Before preparing your ECPs, VECPs or RFDs in any other electronic format, please e-mail the engineer, copy-furnished to the buyer and ACO, to obtain a decision as to the format's acceptability. Failure to e-mail the engineer to seek an alternate format's acceptability may result in rejection of your submission. All alternate methods must be at no cost to the Government. NOTE: The above formats may be submitted in compressed form using self-extracting files.

(d) Submittal Procedures for ECPs/VECPs/RFDs.

|                           |  |                     |
|---------------------------|--|---------------------|
| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b> | <b>Page 9 of 27</b> |
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**Name of Offeror or Contractor:** STEWART & STEVENSON TACTICAL VEHICLE SYSTEMS, LP

- (1) Send one copy of the ECP, VECP or RFD in electronic format to your ACO.
- (2) Send one copy of the ECP, VECP or RFD in electronic format to the buyer listed on the solicitation/ contract document.

WARNING - Submit complete, legible, virus free packages per paragraphs 1 and 2 above, or we may return your ECP/VECP/RFD without processing them.

(e) ACO Responsibility. Within ten working days from the day you receive the contractor's request, the ACO must prepare Comments on the ECP, VECP, or RFD in electronic format, and forward it as follows:

ECPs, VECPS, and RFDs. Email a copy of the contractor's request and ACO comments (DD Form 1998) to the buyer identified in block 7 of the solicitation cover sheet (SF 33), block 5 on the Standard Form 26, or block 6 on the DD Form 1155.

(f) Approval of ECPs, VECPS and RFDs.

(1) ECPs should be used to make permanent changes in the Government Technical Data Package (TDP). Contractual relief should be requested using a Request for Deviation. This is because the Government requires more time to analyze any proposal to permanently change the specification or TDP. Cost saving improvements to the TDP should be submitted as a VECP, if a VE clause is contained in the contract.

(2) ECPs. TACOM will review and make a decision within the ninety day timeframe. Notification of our decision will be made by the contracting officer or representative.

(3) RFDs. Decision on RFDs will be made within 30 days from the date we receive them from the ACO.

(g) Processing Emergency and Urgent ECPs. Ordinarily, ECPs submitted by the contractor will be deemed routine. If you submit an ECP that you consider to be an emergency or urgent (as defined in paragraph 11 of DDD for ECPs), you must immediately notify the PCO. TACOM will review the criticality of the ECP, and, if we determine that it is urgent or critical, we'll follow the appropriate processing time-frames as outlined in paragraph 11 of the DDD for ECPs.

(h) Reminder - Only the PCO can change the Contract. NO OTHER GOVERNMENT REPRESENTATIVE is authorized to make a commitment for, or bind the Government.

(i) RFDs shall contain sufficient pricing data to determine if a downward equitable adjustment to the contract is required.

(j) Questions.

(1) Questions about preparation and submittal of change request should be directed to the Government Quality Assurance Representative (QAR).

(2) Questions about the status of change requests you've already submitted, contact the buyer. You can find the buyer's name, number and e-mail address in block 7 of the solicitation cover sheet (SF 33), block 5 on the Standard Form 26, or block 6 on the DD Form 1155.

[End of Clause]

|     |             |  |          |
|-----|-------------|--|----------|
| C-2 | 52.211-4053 | REQUIRED TAILORING LANGUAGE TO ELIMINATE CLASS I OZONE-DEPLETING | MAR/2000 |
|     | (TACOM)     | SUBSTANCES (CIODS)   |          |

(a) The purchase description or Technical Data Package (TDP) for this contract incorporates one or more specifications or standards that, in their unmodified form, either authorize or require the use of Class I Ozone-Depleting Substances (CIODS). For purposes of your performance on this contract, those specifications (which are identified in paragraph (b) of this clause) are modified by special tailoring language which appears in the TACOM Acquisition Center's web-site. Directions for reaching our web-site and locating the required tailoring language appear in paragraph (c) of this clause.

(b) Tailoring language to eliminate the authorization or requirement to use Class I Ozone-Depleting Substances (CIODS) is hereby incorporated into this contract by reference. Packaging Specifications MIL-L-61002 and MIL-STD-129, where they apply, are affected by this tailoring language. Other specifications and standards affected are: N/A.

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

[End of Clause]

|  |  |                      |
|--|--|----------------------|
| <b>CONTINUATION SHEET</b>  | <b>Reference No. of Document Being Continued</b> | <b>Page 10 of 27</b> |
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| <b>Name of Offeror or Contractor:</b> STEWART & STEVENSON TACTICAL VEHICLE SYSTEMS, LP |  |                      |

C-3            52.246-4053            USE OF MIL-STD 1916            JAN/2001  
(TACOM)

The Government will not accept lots whose samples submitted for acceptance contain nonconformances unless appropriately documented and approved by the contracting officer. The contractor shall use MIL-STD-1916, DOD Preferred Methods of Acceptance of Product. The Verification Level (VL) shall be VL IV for major characteristics and VL II for minor characteristics. MIL-HDBK-1916 provides guidance on the use of MIL-STD 1916. This handbook is not contractually binding. N/A

[End of Clause]

C-4            52.211-4008            DRAWING LIMITATIONS            NOV/2002  
(TACOM)

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

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

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

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

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

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

[End of Clause]

C-5            52.211-4010            ACQUISITION OF MANUFACTURER'S PART NUMBER: COMPONENTS            FEB/1998  
(TACOM)

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

[End of Clause]

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**Name of Offeror or Contractor:** STEWART & STEVENSON TACTICAL VEHICLE SYSTEMS, LP

## SECTION D - PACKAGING AND MARKING

|     | <u>Regulatory Cite</u> | <u>Title</u>  | <u>Date</u> |
|-----|------------------------|---|-------------|
| D-1 | 52.211-4515<br>(TACOM) | PACKAGING REQUIREMENTS (SPECIAL PACKAGING INSTRUCTIONS) | JUN/2004    |

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

- (1) LEVEL OF PRESERVATION: Military
- (2) LEVEL OF PACKING: B
- (3) QUANTITY PER UNIT PACKAGE: 001
- (4) SPECIAL PACKAGING INSTRUCTION NUMBER. AK14816794

(a) REVISION As listed on TDPL.

(b) DATE OF REVISION As listed on TDPL.

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

(c) Marking:

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

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

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

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

(d) Heat Treatment and Marking of Wood Packaging Materials: Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. All non-manufactured wood used in packaging shall be heat treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall be affiliated with an inspection agency accredited by the board of review of the American Lumber Standard Committee. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure traceability to the original source of heat treatment.

|                           |  |                      |
|---------------------------|--|----------------------|
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**Name of Offeror or Contractor:** STEWART & STEVENSON TACTICAL VEHICLE SYSTEMS, LP

Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens; on two sides of the pallet. Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organizations compliance program.

(e) Hazardous Materials (As applicable):

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

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

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

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

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

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

(g) SUPPLEMENTAL INSTRUCTIONS: NONE

[End of Clause]

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 13 of 27****PIIN/SIIN** W56HZV-04-C-0760**MOD/AMD****Name of Offeror or Contractor:** STEWART & STEVENSON TACTICAL VEHICLE SYSTEMS, LP

## SECTION E - INSPECTION AND ACCEPTANCE

|     | <u>Regulatory Cite</u> | <u>Title</u>                        | <u>Date</u> |
|-----|------------------------|-------------------------------------|-------------|
| E-1 | 52.246-2               | INSPECTION OF SUPPLIES--FIXED-PRICE | AUG/1996    |
| E-2 | 52.246-16              | RESPONSIBILITY FOR SUPPLIES         | APR/1984    |
| E-3 | 52.246-4029<br>(TACOM) | ACCEPTANCE POINT: ORIGIN            | OCT/2002    |

We will accept these supplies at the address or addresses designated in the Section E clause entitled INSPECTION POINT.

[End of Clause]

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

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**MOD/AMD**

**Name of Offeror or Contractor:** STEWART & STEVENSON TACTICAL VEHICLE SYSTEMS, LP

SECTION F - DELIVERIES OR PERFORMANCE

|     | <u>Regulatory Cite</u> | <u>Title</u>   | <u>Date</u> |
|-----|------------------------|--|-------------|
| F-1 | 52.242-17              | GOVERNMENT DELAY OF WORK                             | APR/1984    |
| 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 | 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-5 | 52.247-4009<br>(TACOM) | DELIVERY OF SUPPLIES FROM FOREIGN FIRMS TO U.S. PORT OF ENTRY | AUG/2003 |
|-----|------------------------|---|----------|

This clause applies only to foreign firms when shipments are required to destinations within the Continental United States (CONUS).

(a) The F.O.B. point for this acquisition is DESTINATION. You must arrange and pay for (i) transportation to the U.S. port of entry, (ii) port handling, (iii) customs clearance, and (iv) all transportation from the port of entry to the consignee(s) listed in this solicitation.

(b) Acceptance will be at destination if the awardee is an OCONUS (Outside Continental United States) foreign firm.

(c) Identification of shipment. The Contractor must insure that all shipments be clearly marked in accordance with MIL-STD-129 and other marking requirements specified in the Schedule. The Duty-Free Entry clauses in this contract contain instructions on the documentation required to accompany the shipment for duty-free entry.

(d) Notification of Shipment. The Contractor shall send electronic notification to the Procuring Contracting Officer (PCO) when shipment is made, which includes the following information:

(i) Mode of transportation, carrier, bill of lading number, customs broker (if any), and estimated time of arrival of materiel at OCONUS port authority

(ii) Mode of transportation, carrier, bill of lading number, and estimated dates for pick-up from CONUS port authority and delivery to final destination.

(e) You assume all responsibility for risk of loss or damage to the supplies until received at the destination. See the clause entitled RESPONSIBILITY FOR SUPPLIES (FAR 52.246-16).

[End of Clause]

|     |                        |  |          |
|-----|------------------------|--|----------|
| F-6 | 52.247-4017<br>(TACOM) | DEPOT ADDRESS FOR THE APPLICABLE MODE OF SHIPMENTS: IN-THE-CLEAR ADDRESSES | MAY/2004 |
|-----|------------------------|--|----------|

| Rail/<br>Motor<br><u>SPLC*</u> | MILSTRIP<br>Address<br><u>Code</u> | Rail<br><u>Ship To:</u>                      | Motor<br><u>Ship To:</u>                     | Parcel Post<br><u>Mail To:</u>               |
|--------------------------------|------------------------------------|--|--|--|
| 206721/<br>209405              | W25G1U                             | Transportation Officer<br>Defense Dist Depot | Transportation Officer<br>Defense Dist Depot | Transportation Officer<br>Defense Dist Depot |

|                           |  |                |                      |
|---------------------------|--|----------------|----------------------|
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**Name of Offeror or Contractor:** STEWART & STEVENSON TACTICAL VEHICLE SYSTEMS, LP

|                                   |                                   |  |
|-----------------------------------|-----------------------------------|--|
| Susquehanna<br>New Cumberland, PA | Susquehanna<br>New Cumberland, PA | Susquehanna<br>New Cumberland, PA 17070-5001 |
|-----------------------------------|-----------------------------------|--|

NOTE: All deliveries to New Cumberland MUST be scheduled at least 10 days prior to the delivery date. The carrier or contractor must call the New Cumberland DDSP customer service number, 800-307-8496 and provide the following information: contract number, item name, National Stock Number, total weight and cube, and vendor. All shipments to this MILSTRIP address code (W25G1U) are for mission stock and they will need to know that as well, but if you have instructions from the Contracting Officer to use MILSTRIP address code W25N14 instead, you must inform the appointment-taker that the delivery is for Consolidation and Containerization Point (CCP) stock. Appointments for FOB Origin shipments should be coordinated with DCMA Transportation.

|                   |        |  |  |  |
|-------------------|--------|--|--|--|
| 875670/<br>875675 | W62G2T | Transportation Officer<br>XU Def Dist Depot<br>San Joaquin<br>25600 S Chrisman Rd<br>Rec Whse 10<br>Tracy, Ca 95376-5000 | Transportation Officer<br>XU Def Dist Depot<br>San Joaquin<br>25600 S Chrisman Rd<br>Rec Whse 10<br>Tracy, Ca 95376-5000 | Transportation Officer<br>Dist Depot San Joaquin<br>P O Box 96001<br>Stockton, CA 95296-0130 |
| 471995/<br>471996 | W31G1Z | Transportation Officer<br>Anniston Army Depot,<br>Bynum, AL  | Transportation Officer<br>Anniston Army Depot,<br>Bynum, AL  | Transportation Officer<br>Anniston Army Depot,<br>Anniston, AL 36201-5021                    |
| 209741/<br>209770 | W25G1R | Transportation Officer<br>Letterkenny Army Depot,<br>Culbertson, PA  | Transportation Officer<br>Letterkenny Army Depot,<br>Chambersburg, PA  | Transportation Officer<br>Letterkenny Army Depot,<br>Chambersburg, PA 17201-4150             |
| 661136/<br>661157 | W45G19 | Transportation Officer<br>Red River Army Depot,<br>Defense, TX   | Transportation Officer<br>Red River Army Depot,<br>Texarkana, TX   | Transportation Officer<br>Red River Army Depot,<br>Texarkana, TX 75507-5000                  |
| 764538/<br>764535 | W67G23 | Transportation Officer<br>Tooele Army Depot,<br>Warner, UT   | Transportation Officer<br>Tooele Army Depot,<br>Tooele, UT   | Transportation Officer<br>Tooele Army Depot,<br>Tooele, UT 84074-5003                        |

\*\*\*SPLC indicates Standard Point Locator Code.

NOTE: The following is applicable only when so specified in an individual order or delivery increment:

This requirement is a depot replenishment buy, a portion of which is or may be required to fill Direct Support System (DSS) requisitions. Shipment shall be made, as specified, to one or more of:

New Cumberland Army Depot  
Red River Army Depot  
Sharpe Army Depot

prior to shipments to any other depots as may be designated. When more than one depot is designated for DSS shipments, priority shipments will be made equally to each of the designated destinations.

[End of Clause]

**CONTINUATION SHEET**

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**PIIN/SIIN** W56HZV-04-C-0760

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**Name of Offeror or Contractor:** STEWART & STEVENSON TACTICAL VEHICLE SYSTEMS, LP

SECTION G - CONTRACT ADMINISTRATION DATA

| LINE   | PRON/<br>AMS CD/<br><u>ITEM</u> | <u>MIPR</u> | <u>ACRN</u> | <u>STAT</u> | <u>ACCOUNTING CLASSIFICATION</u> | JOB<br>ORDER<br><u>NUMBER</u> | <u>ACCOUNTING</u><br><u>STATION</u> | <u>OBLIGATED</u><br><u>AMOUNT</u> |
|--------|---------------------------------|-------------|-------------|-------------|----------------------------------|-------------------------------|-------------------------------------|-----------------------------------|
| 0001AA | EH4Y7091EH                      | AA          | 2           | 97          | X4930AC6D 6D                     | 26KB S20113                   | W56HZV \$                           | 65,768.00                         |
|        | 070011                          |             |             |             |                                  |                               |                                     |                                   |
|        |                                 |             |             |             |                                  |                               | TOTAL \$                            | 65,768.00                         |

| <u>SERVICE</u><br><u>NAME</u> | <u>TOTAL BY ACRN</u> | <u>ACCOUNTING CLASSIFICATION</u> | <u>ACCOUNTING</u><br><u>STATION</u> | <u>OBLIGATED</u><br><u>AMOUNT</u> |
|-------------------------------|----------------------|----------------------------------|-------------------------------------|-----------------------------------|
| Army                          | AA                   | 97 X4930AC6D 6D                  | 26KB S20113                         | W56HZV \$ 65,768.00               |
|                               |                      |                                  | TOTAL \$                            | 65,768.00                         |

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**Name of Offeror or Contractor:** STEWART & STEVENSON TACTICAL VEHICLE SYSTEMS, LP

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

|     | <u>Regulatory Cite</u> | <u>Title</u>                                     | <u>Date</u> |
|-----|------------------------|--|-------------|
| H-1 | 252.225-7001           | BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM | APR/2003    |
| H-2 | 252.225-7002           | QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS     | APR/2003    |
| H-3 | 252.225-7013           | DUTY-FREE ENTRY                                  | JAN/2004    |
| H-4 | 252.231-7000           | SUPPLEMENTAL COST PRINCIPLES                     | DEC/1991    |
| H-5 | 252.246-7000           | MATERIAL INSPECTION AND RECEIVING REPORT         | MAR/2003    |
| H-6 | 52.217-4001<br>(TACOM) | SEPARATELY PRICED OPTION FOR INCREASED QUANTITY  | APR/1997    |

(a) The Government hereby reserves the right to increase the quantity of the contract item up to an additional quantity of 100 units. The unit price for such option quantity shall be as set forth in CLIN 0002AA. This option may be exercised by the Government at any time, but in any event not later than 240 days after award. In addition, such option may be exercised in increments, subject to the stated total additional quantity limitations, price(s), and the above-stated time for exercise of the option.

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

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

[End of Clause]

H-7            52.204-4005            REQUIRED USE OF ELECTRONIC CONTRACTING            SEP/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/awd.htm>

Rock Island: <http://aais.ria.army.mil/AAIS/AWDINFO/index.htm>

Picatinny: <http://procnnet.pica.army.mil/dbi/DynCBD/award.cfm>

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".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/dpap/ebiz/VANs.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. Please go to the following webpage for detailed information about submitting your offer electronically: <http://contracting.tacom.army.mil/ebidnotice.htm>

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

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[End of Clause]

H-8 52.246-4026 LOCAL ADDRESSES FOR DD FORM 250  
(TACOM)

JAN/2002

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

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

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

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

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

(c) The DD250 form may be found, in three different formats, on the World Wide Web at <http://web1.whs.osd.mil/icdhome/DD-0999.htm>

[End of Clause]

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## SECTION I - CONTRACT CLAUSES

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

[End of Clause]

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

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|      | <u>Regulatory Cite</u> | <u>Title</u>   | <u>Date</u> |
|------|------------------------|--|-------------|
| I-51 | 252.209-7000           | ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY                           | NOV/1995    |
| I-52 | 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-53 | 252.211-7005           | SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS   | FEB/2003    |
| I-54 | 252.215-7000           | PRICING ADJUSTMENTS  | DEC/1991    |
| I-55 | 252.225-7012           | PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES  | JUN/2004    |
| I-56 | 252.225-7014           | PREFERENCE FOR DOMESTIC SPECIALTY METALS (ALT 1)   | APR/2003    |
| I-57 | 252.225-7016           | RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS   | MAY/2004    |
| I-58 | 252.225-7025           | RESTRICTION ON ACQUISITION OF FORGINGS   | APR/2003    |
| I-59 | 252.225-7031           | SECONDARY ARAB BOYCOTT OF ISRAEL   | APR/2003    |
| I-60 | 252.226-7001           | UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES  | SEP/2001    |
| I-61 | 252.243-7001           | PRICING OF CONTRACT MODIFICATIONS  | DEC/1991    |
| I-62 | 252.243-7002           | REQUESTS FOR EQUITABLE ADJUSTMENT  | MAR/1998    |
| I-63 | 252.244-7000           | SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)  | MAR/2000    |

I-64 52.204-7 CENTRAL CONTRACTOR REGISTRATION OCT/2003

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

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

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

- (1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or
- (2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

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

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

"Registered in the CCR database" means that--

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;
- (2) The Contractor's CAGE code is in the CCR database; and
- (3) The Government has validated all mandatory data fields and has marked the records "Active."

(b)

(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation DUNS or DUNS+4 followed by the DUNS or DUNS+4 number that identifies the offerors name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

- (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com/> ; or
- (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

- (i) Company legal business name.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company physical street address, city, state and Zip Code.
- (iv) Company mailing address, city, state and Zip Code (if separate from physical).
- (v) Company telephone number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting

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Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Governments reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(1)

(i) If a Contractor has legally changed its business name, doing business as name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business days written notification of its intention to:

(A) Change the name in the CCR database;

(B) Comply with the requirements of Subpart 42.12 of the FAR;

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the Suspension of Payment paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractors CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the Suspension of payment paragraph of the EFT clause of this contract.

(g) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

I-65

52.219-4

NOTICE OF PRICE EVALUATION FOR HUBZONE SMALL BUSINESS CONCERNS

JAN/1999

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

(b) Evaluation preference.

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

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

(ii) Otherwise successful offers from small business concerns;

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

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

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

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

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

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[ ] Offer elects to waive the evaluation preference.

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

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

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

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

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

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

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

[End of Clause]

I-66 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA JAN/1997
(a) Hazardous material, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract). (b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Table with 2 columns: Material (If none, insert None) and Identification No. with three rows of blank lines for data entry.

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Governments rights in data furnished under this contract with respect to hazardous material are as follows;

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--

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(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.  
(End of clause)

I-67

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-68

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).

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(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-69 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

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

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

[End of Clause]

I-70 252.247-7023 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

(B) Commercial items that-

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(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

(10) Name of the steamship company.

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(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<br>DESCRIPTION | CONTRACT<br>LINE ITEMS | QUANTITY | TOTAL |
|---------------------|------------------------|----------|-------|
|---------------------|------------------------|----------|-------|

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

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

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

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

[End of Clause]

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|      | (TACOM)     |  |          |

(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFQs.)

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

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

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

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

[End of Clause]

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SECTION J - LIST OF ATTACHMENTS

| <u>List of</u><br><u>Addenda</u> | <u>Title</u>                | <u>Date</u> | <u>Number</u><br><u>of Pages</u> | <u>Transmitted By</u> |
|----------------------------------|-----------------------------|-------------|----------------------------------|-----------------------|
| Attachment 001                   | TDP IS ON THE TACOM WEBSITE | 09-APR-2004 |                                  |                       |