

AWARD/CONTRACT	1. This Contract Is A Rated Order Under DPAS (15 CFR 700)	Rating DOA4	Page 1 Of 20
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2. Contract (Proc. Inst. Ident) No. W56HZV-04-C-0806	3. Effective Date 2004OCT04	4. Requisition/Purchase Request/Project No. SEE SCHEDULE
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5. Issued By TACOM WARREN AMSTA-AQ-AHEA ASHIS PATEL (586)574-7023 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL e-mail address: PATELA@TACOM.ARMY.MIL	Code W56HZV	6. Administered By (If Other Than Item 5) DCMA GRAND RAPIDS RIVERVIEW CENTER BLDG 678 FRONT ST., NW GRAND RAPIDS, MI 49504-5352 SCD C PAS NONE ADP PT HQ0337	Code S2303A
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7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code) GENERAL DYNAMICS LAND SYSTEMS MUSKEGON 76 GETTY STREET MUSKEGON, MI. 49442-1238 TYPE BUSINESS: Large Business Performing in U.S.	8. Delivery <input checked="" type="checkbox"/> FOB Origin <input type="checkbox"/> Other (See Below)
	9. Discount For Prompt Payment
	10. Submit Invoices (4 Copies Unless Otherwise Specified)
	Item 12
	To The Address Shown In:

Code 02978	Facility Code	12. Payment Will Be Made By DFAS - COLUMBUS CENTER DFAS-CO/NORTH ENTITLEMENT OPERATION P.O. BOX 182266 COLUMBUS OH 43218-2266
11. Ship To/Mark For DHL DANZAS AIR & OCEAN TEL 410 859 4170 FAX 410 859 3105 7465 M CANDLEWOOD ROAD HANOVER MD 21076-3183	Code BEG003	Code HQ0337

13. Authority For Using Other Than Full And Open Competition: <input checked="" type="checkbox"/> 10 U.S.C. 2304(c)(1)) <input type="checkbox"/> 41 U.S.C. 253(c)()	14. Accounting And Appropriation Data ACRN: AA 9711 X8242EG01X6D1000UQD 006252GEGS20113 W56HZV
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15A. Item No. SEE SCHEDULE	15B. Schedule Of Supplies/Services CONTRACT TYPE: Firm-Fixed-Price	15C. Quantity	15D. Unit	15E. Unit Price	15F. Amount
KIND OF CONTRACT: Supply Contracts and Priced Orders					FMS REQUIREMENT
15G. Total Amount Of Contract					\$484,169.00

16. Table Of Contents							
(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
Part I - The Schedule				Part II - Contract Clauses			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	14
X	B	Supplies or Services and Prices/Costs	3	Part III - List Of Documents, Exhibits, And Other Attachments			
	C	Description/Specs./Work Statement		X	J	List of Attachments	20
X	D	Packaging and Marking	5	Part IV - Representations And Instructions			
X	E	Inspection and Acceptance	6		K	Representations, Certifications, and Other Statements of Offerors	
X	F	Deliveries or Performance	7		L	Instrs., Conds., and Notices to Offerors	
X	G	Contract Administration Data	11		M	Evaluation Factors for Award	
X	H	Special Contract Requirements	12				

Contracting Officer Will Complete Item 17 Or 18 As Applicable

17. <input checked="" type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return 2 signed copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input type="checkbox"/> Award (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
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19A. Name And Title Of Signer (Type Or Print)	20A. Name Of Contracting Officer RICHARD K. KULCZYCKI KULCZYCR@TACOM.ARMY.MIL (586)574-7299
19B. Name of Contractor	20B. United States Of America
By _____ (Signature of person authorized to sign)	By _____ /SIGNED/ (Signature of Contracting Officer)
19c. Date Signed	20C. Date Signed 2004OCT04

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-C-0806 MOD/AMD	Page 2 of 20
Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS MUSKEGON		

SECTION A - SUPPLEMENTAL INFORMATION

1. The Delivery Term code established for EG-B-UQD is DTC "4", which is freight forwarder movement. All items under DTC 4 should be consolidated at the contractor's facility prior to notification to the Freight Forwarder for pick-up via a Notice of Availability. Final acceptance by DCMA will occur at origin. Transfer of Title will pass to the purchaser upon freight forwarder pick-up at the contractor's consolidation site.

*** END OF NARRATIVE A 001 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
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Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS MUSKEGON

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																														
0001	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS NSN: 0000-00-000-0000 FSCM: 00000 PART NR: 9K8A 000CMBTSP SECURITY CLASS: Unclassified																																		
0001AA	<p><u>MFG SPARES</u></p> <p>CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: MFG SPARES/GOLD MDALLION ENGS PRON: J537H417EH PRON AMD: 01 ACRN: AA AMS CD: UQD006 CUSTOMER ORDER NO: J53UQD06EHEG FMS CASE IDENTIFIER: EG-B-UQD</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: STANDARD COMMERCIAL PACKAGING LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>The contractor shall notify DCMA in advance when inspection and acceptance is ready for the spare parts (Exhibit A Spare Parts List) and the contractor shall be responsible to consolidate the parts for consolidation. The parts are stated as 1 Lot.</p> <p>(End of narrative E001)</p> <p><u>Deliveries or Performance</u> DOC SUPPL <table border="0"> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>001</td> <td>BEGB5N30669001</td> <td>BA3UQD</td> <td>L</td> <td>BEGB00</td> <td>2</td> </tr> <tr> <td></td> <td><u>PROJ_CD</u></td> <td><u>BRK_BLK_PT</u></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td>BEG003</td> <td></td> <td></td> <td></td> </tr> </table> <table border="0"> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>28-FEB-2004</td> </tr> </table> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>Contact DCMA for shipping instructions</u></p> <p>MARK FOR: EGYPTIAN MINISTRY OF DEFENSE ARMOR DEPARTMENT STORE NUMBER 67 HIKESTEP EGYPT</p> </p>	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	BEGB5N30669001	BA3UQD	L	BEGB00	2		<u>PROJ_CD</u>	<u>BRK_BLK_PT</u>						BEG003				<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>	001	1	28-FEB-2004	1	LO	\$ ** N/A **	\$ 484,169.00
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>																														
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CONTINUATION SHEET

Reference No. of Document Being Continued
PIIN/SIIN W56HZV-04-C-0806 **MOD/AMD**

Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS MUSKEGON

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>The Delivery Term code established for EG-B-UQD is DTC "4", which is freight forwarder movement. All items under DTC 4 should be consolidated at the contractor's facility prior to notification to the Freight Forwarder for pick-up via a Notice of Availability. Final acceptance by DCMA will occur at origin. Transfer of Title will pass to the purchaser upon freight forwarder pick-up at the contractor's consolidation site.</p> <p>(End of narrative F001)</p>				

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SECTION D - PACKAGING AND MARKING

The contractor shall preserve, packaging, and pack all items required according to MIL-STD-2073 under this contract. The contractor shall follow with best commercial practice to ensure their arrival at destination, including overseas destination, without loss or damage.

*** END OF NARRATIVE D 001 ***

CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-04-C-0806

MOD/AMD

Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS MUSKEGON

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

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

CONTRACTOR'S PLANT:

(Name)

(Address) (City) (County) (State) (Zip)

SUBCONTRACTOR'S PLANT:

(Name)

(Address) (City) (County) (State) (Zip)

[End of Clause]

E-4	52.246-4029 (TACOM)	ACCEPTANCE POINT: ORIGIN	OCT/2002
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We will accept these supplies at the address or addresses designated in the Section E clause entitled INSPECTION POINT.

[End of Clause]

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MOD/AMD

Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS MUSKEGON

SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.211-17	DELIVERY OF EXCESS QUANTITIES	SEP/1989
F-2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-3	52.247-29	F.O.B. ORIGIN	JUN/1988
F-4	52.247-59	F.O.B. ORIGIN--CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
F-5	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-6	52.247-60	GUARANTEED SHIPPING CHARACTERISTICS	DEC/1989
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(a) The offeror is requested to complete subparagraph (a)(1) of this clause, for each part or component which is packed or packaged separately. This information will be used to determine transportation costs for evaluation purposes. If the offeror does not furnish sufficient data in subparagraph (a)(1) of this clause, to permit determination by the Government of the item shipping costs, evaluation will be based on the shipping characteristics submitted by the offeror whose offer produces the highest transportation costs or in the absence thereof, by the Contracting Officer's best estimate of the actual transportation costs. If the item shipping costs, based on the actual shipping characteristics, exceed the item shipping costs used for evaluation purposes, the Contractor agrees that the contract price shall be reduced by an amount equal to the difference between the transportation costs actually incurred, and the costs which would have been incurred if the evaluated shipping characteristics had been accurate.

(1) To be completed by the offeror:

- (i) Type of "Outer" container: Wood Box _____, Fiber Box _____, Barrel _____, Reel _____, Drum _____, Other (Specify) _____
- (ii) Shipping configuration: Knocked-down _____, Set-up _____, Nested _____, Other (specify) _____;
- (iii) Size of outer container: _____ inches (Length), x _____ inches (Width), x _____ inches (Height) = _____ Cubic FT;
- (iv) Number of items per outer container _____ Each;
- (v) Gross weight of outer container and contents _____ LBS
- (vi) Palletized/skidded _____ Yes _____ No;
- (vii) Number of outer containers per pallet/skid _____;
- (viii) Weight of empty pallet bottom/skid and sides _____ LBS;
- (ix) Size of pallet/skid and contents _____ LBS Cube _____;
- (x) Number of outer containers or pallets/skids per railcar _____ * --
 Size of railcar _____
 Type of railcar _____
- (xi) Number of outer containers or pallets/skids per trailer _____ *--

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Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS MUSKEGON

Size of trailer _____

Type of trailer _____

*Number of complete units (contract line item) to be shipped in carrier's equipment.

(2) To be completed by the Government after evaluation but before contract award:

(i) Rate used in evaluation _____;

(ii) Tender/Tariff _____;

(iii) Item _____;

The guaranteed shipping characteristics requested in subparagraph (a)(1) of this clause do not establish actual transportation requirements, which are specified elsewhere in this solicitation. The guaranteed shipping characteristics will be used only for the purpose of evaluating offers and establishing any liability of the successful offeror for increased transportation costs resulting from actual shipping characteristics which differ from those used for evaluation in accordance with paragraph (a) of this clause.

[End of FAR Clause]

The following information is provided as guidance in filling out the above clause by paragraph. Note: Disregard asterisk (*) in the clause where it appears.

(a)(1)(i) Type of container (mandatory fill-in):

The type of container is defined as an overpack. This is an outer container usually made of steel, wood, or fiber designed to enclose and protect one or more less durable inner containers. When Other is selected you must also complete (a)(1)(ii) Shipping configuration.

(a)(1)(ii) Shipping configuration:

Complete this information when any one dimension of the item is reduced.

(a)(1)(iii) Size of container (mandatory fill-in):

Outer dimensions of the overpack or other described shipping configuration. Must be provided in inches. The cube shall be provided in cubic feet. The cube is defined as the volume of space occupied by the unit under consideration computed by multiplying overall exterior length, width, and height.

(a)(1)(iv) Number of items per container (mandatory fill-in):

The number of units of issue in the overpack or in the other described shipping configuration.

(a)(1)(v) Gross weight of container and contents (mandatory fill-in):

The combined mass of the overpack containing the packing material and the number of units of issue supplied in pounds.

(a)(1)(vi) Palletized/skidded:

Indicate Yes if overpack or other described shipping configuration is attached to pallet or skid to form a unit load for handling.

(a)(1)(vii) Number of containers per pallet/skid:

Only complete this if you answered Yes to (a)(1)(vi). Containers are the number of overpacks or other described shipping configurations attached to a pallet or skid base.

(a)(1)(viii) Weight of empty pallet bottom/skid and sides:

Only complete this if you answered Yes to (a)(1)(vi) or when the weight of the container and contents in (a)(1)(v) above does not include this weight.

(a)(1)(ix) Size of pallet/skid and contents:

Only complete this if you answered Yes to (a)(1)(vi). Indicate weight in pounds and cube in cubic feet of combined overpack or other described shipping configuration and attached pallet or skid. The cube is defined as the volume of space occupied by the unit under consideration computed by multiplying overall exterior length, width, and height.

(a)(1)(x) Number of containers or pallets/skids per railcar:

Only complete this if you have rail capability and the rail car may be fully utilized. Quantity of overpacks or other described shipping configurations that will fit in a fully utilized railcar. Specify length in feet and type (flat, box, gondola, etc.) of railcar.

(a)(1)(xi) Number of containers or pallets/skids per trailer (mandatory fill-in): Quantity of overpacks or other described shipping configurations that will fit in a fully utilized trailer. Specify length in feet and type (flatbed, van, etc.) of trailer. For

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***SPLC indicates Standard Point Locator Code.

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

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

New Cumberland Army Depot
Red River Army Depot
Sharpe Army Depot

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

[End of Clause]

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MOD/AMD

Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS MUSKEGON

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/	OBLG	JOB	ACCOUNTING	OBLIGATED
<u>ITEM</u>	<u>MIPR</u>	<u>ACRN</u> <u>STAT</u>	<u>ORDER</u>	<u>STATION</u>	<u>AMOUNT</u>
0001AA	J537H417EH	AA 2	9711 X8242EG01X6D1000UQD	006252GEGS20113	484,169.00
	UQD006				
	J53UQD06EHEG				
				TOTAL	\$ 484,169.00

SERVICE	ACCOUNTING	OBLIGATED
<u>NAME</u>	<u>STATION</u>	<u>AMOUNT</u>
Army	W56HZV	\$ 484,169.00
	TOTAL	\$ 484,169.00

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
G-1	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	JAN/2004

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Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS MUSKEGON

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	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
H-5	52.204-4005	REQUIRED USE OF ELECTRONIC CONTRACTING	JUN/2004

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

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

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

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

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

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

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

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

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

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

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

[End of Clause]

H-6	52.246-4026 (TACOM)	LOCAL ADDRESSES FOR DD FORM 250	JAN/2002
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(a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:

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

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

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

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

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

[End of Clause]

Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS MUSKEGON

SECTION I - CONTRACT CLAUSES

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

[End of Clause]

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	JUL/2004
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/2003
I-9	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-11	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-12	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-13	52.215-2	AUDIT AND RECORDS - NEGOTIATIONS	JUN/1999
I-14	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-15	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY/2004
I-16	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-17	52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION	SEP/2000
I-18	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	JUN/2004
I-19	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-20	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-21	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-22	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	DEC/2001
I-23	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-24	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-25	52.223-6	DRUG FREE WORKPLACE	MAY/2001
I-26	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JAN/2004
I-27	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-28	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-29	52.232-1	PAYMENTS	APR/1984
I-30	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-31	52.232-11	EXTRAS	APR/1984
I-32	52.232-17	INTEREST	JUN/1996
I-33	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-34	52.232-25	PROMPT PAYMENT	OCT/2003
I-35	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-36	52.233-1	DISPUTES	JUL/2002
I-37	52.242-12	REPORT OF SHIPMENT (REPSHIP)	JUN/2003
I-38	52.242-13	BANKRUPTCY	JUL/1995
I-39	52.243-1	CHANGES--FIXED-PRICE	AUG/1987
I-40	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-41	52.248-1	VALUE ENGINEERING	FEB/2000
I-42	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY/2004
I-43	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-44	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-45	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-46	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-47	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	FEB/2003
I-48	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	JUN/2004
I-49	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS (ALT 1)	APR/2003

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	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-50	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	MAY/2004
I-51	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	APR/2003
I-52	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	APR/2003
I-53	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	SEP/2001
I-54	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-55	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-56	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)	MAR/2000
I-57	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.

Material (If none, insert None)	Identification No.
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(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 Government's 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--

(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)

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I-58 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-59 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-60 252.247-7023 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)

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

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

(i) This contract is a construction contract; or

(ii) The supplies being transported are-

(A) Noncommercial items; or

(B) Commercial items that-

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

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

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

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

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

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

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

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

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

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

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

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(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

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

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

(10) Name of the steamship company.

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

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

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

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

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

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

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

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

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

[End of Clause]

I-61	52.204-4009	MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION	JUN/1999
	(TACOM)		

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

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

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

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

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

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shall be transmitted electronically.

[End of Clause]

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SECTION J - LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Exhibit A	SPARE PARTS LIST			

PART NUMBER	DESCRIPTION	UM	QTY
AS3582-013	O'RING	EA	120
AS3582-018	PACKING PREFORMED O-	EA	120
AS3582-038	PACKING PREFORMED O-	EA	120
A52472-1	FILTER-FLUID-FUEL	EA	1
E2CA108-0160	MANIFOLD-EXH ENG #4-	EA	1
E2CA108-0170	MANIFOLD-EXH ENG #4-	EA	1
E2CA108-0200	MANIFOLD-EXH 1-2-3 R	EA	1
E2CA108-0210	MANIFOLD-EXH 1-2-3 L	EA	1
E2CA108-0220	ELBOW-EXH MANIF 1-2-	EA	1
E2CA108-0230	ELBOW-EXH MANIF 1-2-	EA	1
E2CA130-027	VALVE-CHECK MAIN FUE	EA	1
E2CA130-0420	FUEL INJECTION PUMP	EA	8
E2CA130-0430	NOZZLE & HOLDER ASM-	EA	72
E2CA133-006	SWITCH-LOW OIL PRES	EA	2
E2CA133-015	METER-TIME TOTALIZIN	EA	2
E2CA134-008	ALTERNATOR 650 AMP O	EA	6
E2C131-001-1	TURBO CHARGER-RIGHT	EA	1
E2C131-001-2	TURBOCHARGER-LEFT BA	EA	1
E8AR106-0160	PUMP ASM-ENGINE OIL	EA	1
E9AR108-029	U-BOLT-EXH MANIFOLD	EA	2
GA770337(01843)	GASKET	EA	72
MS24537-1	TRANSMITTER TEMPERAT	EA	2
MS24539-1	TRANSMITTER-PRESSURE	EA	2
MS28741-8-0120	HOSE ASM .406 ID X12	EA	1
MS28741-8-0134	HOSE ASM .406 ID X13	EA	1
MS28741-8-0300	HOSE ASM .406 ID X 3	EA	1
MS28775-116	GASKET	EA	6
MS28778-10	PACKING	EA	6
MS52104C4-0074	HOSE ASM .250 IDX 7.	EA	22
MS8005E043B	HOSE ASM .250 OD X 4	EA	1
MS8005E080C	HOSE ASSY-.250 OD X	EA	1
MS8005E086E180	HOSE ASM-.250 OD X 8	EA	1
MS8005E100C	HOSE ASM-.250 OD X 1	EA	2
MS8005E140C	HOSE ASM-.250 OD X 1	EA	1
MS8005E212C	HOSE ASM-.250 OD X 2	EA	1
MS8005E230F135	HOSE ASM .250 OD X 2	EA	1
MS8005E260C	HOSE ASM .250 OD X 2	EA	1
MS8005E280C	HOSE ASM .250 OD X 2	EA	1
MS8005G405BC	HOSE ASM .375 OD X 4	EA	1
MS8005H147C	HOSE ASM-.500 OD X 1	EA	1
MS8005H237F090	HOSE ASM-.500 OD X 2	EA	1
M12285/1-5	SWITCH-THERMOSTATIC	EA	2
M83248/1-114	PACKING	EA	6
M83248/1-126	O RING-1.362 ID	EA	72
10865437	HOSE ASM-TEFLON OI	EA	2
10882763-1	PUMP ASM-FUEL	EA	2
10898793	HOSE 1.00IDX2.62 L	EA	2
10898793-1	HOSE 4.00 LONG 10898	EA	1
10898794	HOSE 2.50 LONG 10898	EA	1
10935359	SEAL 1.215 X .29	EA	72
10951076	HOUSING ASM-FAN DRIV	EA	2
11602061	FILTER ELEMENT	EA	80
11655469	GENERATOR, AC-DC (OI	EA	6
11668618	ELEMENT-FUEL FILTER	EA	2
11668620	MODULE-STR LO-VOLT P	EA	4
11668625	CONTROL ASM-WATER SE	EA	1
11668627	VALVE SOLENOID	EA	3
11669749	VALVE-FUEL SHUT OFF	EA	2
11669795	STARTER-DELCO REMY-#	EA	6
11682751	TUBE ASM FUEL INJ CY	EA	2
11682752	TUBE ASM FUEL INJ CY	EA	2

11682753	TUBE ASM FUEL INJ CY	EA	2
11682754	TUBE ASM FUEL INJ CY	EA	2
11682755	TUBE ASM FUEL INJ CY	EA	2
11682756	TUBE ASM FUEL INJ CY	EA	2
11682757	TUBE ASM FUEL INJ CY	EA	2
11682758	TUBE ASM FUEL INJ CY	EA	2
11682759	TUBE ASM FUEL INJ CY	EA	2
11682760	TUBE ASM FUEL INJ CY	EA	2
11682761	TUBE ASM FUEL INJ CY	EA	2
11682762	TUBE ASM FUEL INJ CY	EA	2
11684260	FILTER-FUEL WATER SE	EA	4
11684261	FILTER-PRIMARY FUEL	EA	4
12275840	FILTER-DUST DETECTOR	EA	120
12275842	SWITCH-DIFFERENTIAL	EA	4
12354303	GASKET-EXHAUST	EA	2
1580154-1 (83298)	GASKET	EA	6
5702738	PARTS-KIT-W SEP FUEL	EA	120
5704366	KIT-PARTS-FLEX SHFT	EA	6
5704486	FLUID FILTER KIT	EA	120
5704487	PARTS KIT-FUEL FILTE	EA	120
5704488	GASKET SET-ENGINE OV	EA	6
5705073	PARTS KIT-TURBOCHARG	EA	4
7062194	VALVE-SOLENOID	EA	2
7062198	EXCITER-MANIFOLD AIR	EA	2
7084278	GASKET-STARTER	EA	6
7320459	GASKET-TURBO OUTL EL	EA	2
7335556	SPARK PLUG	EA	2
7350206	HOSE 1.X1.38X2.75	EA	18
8357967-4	HOSE-1.72IDX2.12ODX3	EA	1
8761020	SHAFT-INTER FAN DRIV	EA	1
8761490-2	HOSE RUBBER	EA	4
8761491-3	HOSE ASM 8761491	EA	1
8761502-2	HOSE ASM 8761502	EA	1
8761509	HOSE ASSY	EA	1
8761510	HOSE ASM 8761509	EA	1
8762780	GASKET	EA	2