

AWARD/CONTRACT		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		▶ Rating DOA4	Page 1 Of 31		
2. Contract (Proc. Inst. Ident) No. W56HZV-04-D-B001		3. Effective Date 2004AUG11		4. Requisition/Purchase Request/Project No. SEE SCHEDULE			
5. Issued By TACOM WARREN SFAE-GCS-W-BCTP AMY BOUREN (586)753-2106 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL e-mail address: AMY.BOUREN@US.ARMY.MIL		Code W56HZV	6. Administered By (If Other Than Item 5) DCMA DETROIT U.S. ARMY TANK & AUTOMOTIVE COMMAND (TACOM) ATTN: DCMAE-GJD WARREN, MI 48397-5000		Code S2305A		
7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code) GM GDLS DEFENSE GROUP LLC, JOINT VENTURE 14920 TWENTY-THREE MILE ROAD SHELBY TOWNSHIP, MI. 48315 TYPE BUSINESS: Large Business Performing in U.S.			8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below) SEE SCHEDULE				
Code 1NLE2			Facility Code		9. Discount For Prompt Payment		
11. Ship To/Mark For SEE SCHEDULE		Code	12. Payment Will Be Made By DFAS - COLUMBUS CENTER DFAS-CO/NORTH ENTITLEMENT OPERATION P.O. BOX 182266 COLUMBUS OH 43218-2266		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				
15A. Item No. SEE SCHEDULE	15B. Schedule Of Supplies/Services CONTRACT TYPE: Firm-Fixed-Price	15C. Quantity	15D. Unit	15E. Unit Price	15F. Amount		
Contract Expiration Date: 2008AUG01			15G. Total Amount Of Contract ▶		\$0.00		
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	24
X	B	Supplies or Services and Prices/Costs	3	Part III - List Of Documents, Exhibits, And Other Attachments			
X	C	Description/Specs./Work Statement	12	X	J	List of Attachments	31
X	D	Packaging and Marking	13	Part IV - Representations And Instructions			
X	E	Inspection and Acceptance	14		K	Representations, Certifications, and Other Statements of Offerors	
X	F	Deliveries or Performance	15				
	G	Contract Administration Data			L	Instrs., Conds., and Notices to Offerors	
X	H	Special Contract Requirements	17		M	Evaluation Factors for Award	
Contracting Officer Will Complete Item 17 Or 18 As Applicable							
17. <input checked="" type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return 2 signed copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> Award (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. Name And Title Of Signer (Type Or Print)				20A. Name Of Contracting Officer SANDRA E. MCCARROLL MCCARROS@TACOM.ARMY.MIL (586)753-2072			
19B. Name of Contractor		19c. Date Signed		20B. United States Of America		20C. Date Signed	
By _____ (Signature of person authorized to sign)				By _____ /SIGNED/ (Signature of Contracting Officer)		2004AUG11	

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-D-B001 MOD/AMD	Page 2 of 31
Name of Offeror or Contractor: GM GDLS DEFENSE GROUP LLC, JOINT VENTURE		

SECTION A - SUPPLEMENTAL INFORMATION

Regulatory Cite	Title	Date
A-1 52.204-4016 (TACOM)	TACOM-WARREN ELECTRONIC CONTRACTING	JUL/2003

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

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

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

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

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

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

[End of Clause]

- The purpose of this Firm Fixed Price, Requirements Contract W56HZV-04-D-B001 is to acquire Special Tools and Test Equipment to support the 3rd-6th Stryker Brigade Combat Teams.
- All anticipated Special Tools and Test Equipment and their associated quantities are listed in Section H (Narrative H 001) of this contract. Prices listed in the same narrative are in accordance with the Contractors reply to Solicitation W56HZV-04-R-0051, dated 20 April 2004, and Rev 2 prices dated 8 June 2004.
- The ordering period(s) will each represent a different Brigade under the Stryker BCT, and are estimated as follows for all CLINs:
 Ordering Period 1 (3rd BDE): From date of contract award to 364 days after contract award
 Ordering Period 2 (4th BDE): 1-364 days after contract award
 Ordering Period 3 (5th BDE): 365-729 days after contract award
 Ordering Period 4 (6th BDE): 730-1,094 days after contract award
- Due to the possibility of changing requirements, changes in stated quantities and/or the addition of other special tool and test equipment items may need to be made to this contract in the future, upon mutual agreement of both parties.

*** END OF NARRATIVE A 001 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-04-D-B001 MOD/AMD

Name of Offeror or Contractor: GM GDLS DEFENSE GROUP LLC, JOINT VENTURE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	NSN: 4910-20-001-0671 FSCM: 56161 PART NR: 10699426 SECURITY CLASS: Unclassified				
0001AA	<p><u>SPECIAL TOOLS AND TEST EQUIPMENT</u></p> <p>NOUN: RUN-UP KIT SERIES II</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p>BEST COMMERCIAL</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u> (W91A2N) XR W4GG FT LEWIS FLD OFC BLDG 9630 L ST FORT LEWIS WA 98433-5000</p>	4 YEAR EST	EA	\$ ** N/A **	
		See Contractor's price information in		Section H.15 table	
0002	NSN: 4910-20-000-5124 FSCM: 56161 PART NR: 10699227 SECURITY CLASS: Unclassified				
0002AA	<p><u>SPECIAL TOOLS AND TEST EQUIPMENT</u></p> <p>NOUN: HYDRAULIC TEST KIT</p> <p>(End of narrative B001)</p>	4 YEAR EST	EA	\$ ** N/A **	
		See Contractor's price information in		Section H.15 table	

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-04-D-B001 MOD/AMD

Name of Offeror or Contractor: GM GDLS DEFENSE GROUP LLC, JOINT VENTURE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p><u>Packaging and Marking</u></p> <p>BEST COMMERCIAL</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u></p> <p>(W91A2N) XR W4GG FT LEWIS FLD OFC BLDG 9630 L ST FORT LEWIS WA 98433-5000</p>				
0003	<p>NSN: 4910-21-914-8116</p> <p>FSCM: 56161</p> <p>PART NR: 10597370</p> <p>SECURITY CLASS: Unclassified</p>				
0003AA	<p><u>SPECIAL TOOLS AND TEST EQUIPMENT</u></p> <p>NOUN: PORTABLE POWERPACK</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p>BEST COMMERCIAL</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u></p> <p>(W91A2N) XR W4GG FT LEWIS FLD OFC BLDG 9630 L ST FORT LEWIS WA 98433-5000</p>	4 YEAR EST	EA	\$ ** N/A **	
See Contractor's price information in Section H.15 table					

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-04-D-B001 MOD/AMD

Name of Offeror or Contractor: GM GDLS DEFENSE GROUP LLC, JOINT VENTURE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	NSN: 4910-21-920-5723 FSCM: 56161 PART NR: 10603932 SECURITY CLASS: Unclassified				
0004AA	<p data-bbox="261 495 626 516"><u>SPECIAL TOOLS AND TEST EQUIPMENT</u></p> <p data-bbox="261 548 505 569">NOUN: APC LIFTING KIT</p> <p data-bbox="440 684 699 705">(End of narrative B001)</p> <p data-bbox="261 789 505 810"><u>Packaging and Marking</u></p> <p data-bbox="261 842 448 863">BEST COMMERCIAL</p> <p data-bbox="440 894 699 915">(End of narrative D001)</p> <p data-bbox="261 999 545 1020"><u>Inspection and Acceptance</u></p> <p data-bbox="261 1031 837 1052">INSPECTION: Destination ACCEPTANCE: Destination</p> <p data-bbox="261 1083 513 1104">FOB POINT: Destination</p> <p data-bbox="261 1136 537 1157">SHIP TO: <u>FREIGHT ADDRESS</u></p> <p data-bbox="261 1167 781 1230">(W91A2N) XR W4GG FT LEWIS FLD OFC BLDG 9630 L ST FORT LEWIS WA 98433-5000</p>	4 YEAR EST	EA	\$ ** N/A **	
0005	NSN: 5120-21-919-0333 FSCM: 56161 PART NR: 10603570 SECURITY CLASS: Unclassified				
0005AA	<p data-bbox="261 1587 626 1608"><u>SPECIAL TOOLS AND TEST EQUIPMENT</u></p> <p data-bbox="261 1640 594 1661">NOUN: SPRING COMPRESSION TOOL</p> <p data-bbox="440 1776 699 1797">(End of narrative B001)</p> <p data-bbox="261 1881 505 1902"><u>Packaging and Marking</u></p> <p data-bbox="261 1934 448 1955">BEST COMMERCIAL</p>	4 YEAR EST	EA	\$ ** N/A **	

See Contractor's price information in Section H.15 table

See Contractor's price information in Section H.15 table

Name of Offeror or Contractor: GM GDLS DEFENSE GROUP LLC, JOINT VENTURE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	<p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u> (W91A2N) XR W4GG FT LEWIS FLD OFC BLDG 9630 L ST FORT LEWIS WA 98433-5000</p> <p>NSN: 5120-21-920-5640 FSCM: 56161 PART NR: 10603444 SECURITY CLASS: Unclassified</p>				
0006AA	<p><u>SPECIAL TOOLS AND TEST EQUIPMENT</u></p> <p>NOUN: SPACER</p>	4 YEAR EST	EA	\$ <u> ** N/A **</u>	
0007	<p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p>BEST COMMERCIAL</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u> (W91A2N) XR W4GG FT LEWIS FLD OFC BLDG 9630 L ST FORT LEWIS WA 98433-5000</p> <p>NSN: 5210-21-920-5669 FSCM: 56161</p>				

See Contractor's price information in Section H.15 table

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Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-04-D-B001 MOD/AMD

Name of Offeror or Contractor: GM GDLS DEFENSE GROUP LLC, JOINT VENTURE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007AA	PART NR: 10577504 SECURITY CLASS: Unclassified <u>SPECIAL TOOLS AND TEST EQUIPMENT</u> NOUN: TURNING PLATE ASSEMBLY (End of narrative B001) <u>Packaging and Marking</u> BEST COMMERCIAL (End of narrative D001) <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination FOB POINT: Destination SHIP TO: <u>FREIGHT ADDRESS</u> (W91A2N) XR W4GG FT LEWIS FLD OFC BLDG 9630 L ST FORT LEWIS WA 98433-5000	4 YEAR EST	EA	\$ ** N/A **	See Contractor's price information in Section H.15 table
0008	NSN: 5120-20-000-7448 FSCM: 56161 PART NR: 10699466 SECURITY CLASS: Unclassified				
0008AA	<u>SPECIAL TOOLS AND TEST EQUIPMENT</u> NOUN: WRENCH, TRANSFER CASE (End of narrative B001) <u>Packaging and Marking</u> BEST COMMERCIAL (End of narrative D001)	4 YEAR EST	EA	\$ ** N/A **	See Contractor's price information in Section H.15 table

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Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-04-D-B001 MOD/AMD

Name of Offeror or Contractor: GM GDLS DEFENSE GROUP LLC, JOINT VENTURE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	<p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u> (W91A2N) XR W4GG FT LEWIS FLD OFC BLDG 9630 L ST FORT LEWIS WA 98433-5000</p> <p>FSCM: 56161 PART NR: 10699294 SECURITY CLASS: Unclassified</p>				
0009AA	<p><u>SPECIAL TOOLS AND TEST EQUIPMENT</u></p> <p>NOUN: MEDIUM DUTY TOWING KIT</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p>BEST COMMERCIAL</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u> (W91A2N) XR W4GG FT LEWIS FLD OFC BLDG 9630 L ST FORT LEWIS WA 98433-5000</p>	4 YEAR EST	EA	\$ ** N/A **	
See Contractor's price information in Section H.15 table					
0010	<p>NSN: 2530-20-001-0670 FSCM: 56161 PART NR: 10699064 SECURITY CLASS: Unclassified</p>				

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Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-04-D-B001 MOD/AMD

Name of Offeror or Contractor: GM GDLS DEFENSE GROUP LLC, JOINT VENTURE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010AA	<p><u>SPECIAL TOOLS AND TEST EQUIPMENT</u></p> <p>NOUN: PARKING BRAKE VALVE</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p>BEST COMMERCIAL</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p>	4 YEAR EST	EA	\$ ** N/A **	
See Contractor's price information in Section H.15 table					
0011	<p>NSN: 5210-20-000-8895</p> <p>FSCM: 56161</p> <p>PART NR: 01699077</p> <p>SECURITY CLASS: Unclassified</p>				
0011AA	<p><u>SPECIAL TOOLS AND TEST EQUIPMENT</u></p> <p>NOUN: STEERING ARM TOOL</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p>BEST COMMERCIAL</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p>	4 YEAR EST	EA	\$ ** N/A **	
See Contractor's price information in Section H.15 table					
0012	<p>NSN: 5120-20-000-6726</p> <p>FSCM: 56161</p> <p>PART NR: 10699440</p>				

Name of Offeror or Contractor: GM GDLS DEFENSE GROUP LLC, JOINT VENTURE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012AA	SECURITY CLASS: Unclassified <u>SPECIAL TOOLS AND TEST EQUIPMENT</u> NOUN: LOCKING DEVICE, SUSPENSION (End of narrative B001) <u>Packaging and Marking</u> BEST COMMERCIAL (End of narrative D001) <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination FOB POINT: Destination	4 YEAR EST	EA	\$ ** N/A **	See Contractor's price information in Section H.15 table
0013	NSN: 5210-20-000-2936 FSCM: 56161 PART NR: 10649895 SECURITY CLASS: Unclassified				
0013AA	<u>SPECIAL TOOLS AND TEST EQUIPMENT</u> NOUN: TRAMMEL TOW CAGE (End of narrative B001) <u>Packaging and Marking</u> BEST COMMERCIAL (End of narrative D001) <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination FOB POINT: Destination	4 YEAR EST	EA	\$ ** N/A **	See Contractor's price information in Section H.15 table

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Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-04-D-B001 MOD/AMD

Name of Offeror or Contractor: GM GDLS DEFENSE GROUP LLC, JOINT VENTURE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014	NSN: 4010-21-919-0335 FSCM: 56161 PART NR: 10626569 SECURITY CLASS: Unclassified				
0014AA	<p data-bbox="261 470 623 491"><u>SPECIAL TOOLS AND TEST EQUIPMENT</u></p> <p data-bbox="261 522 545 543">NOUN: PILOT ROPE ASSEMBLY</p> <p data-bbox="444 653 699 674">(End of narrative B001)</p> <p data-bbox="261 758 501 779"><u>Packaging and Marking</u></p> <p data-bbox="269 810 444 831">BEST COMMERCIAL</p> <p data-bbox="444 863 699 884">(End of narrative D001)</p> <p data-bbox="261 968 545 989"><u>Inspection and Acceptance</u></p> <p data-bbox="261 999 834 1020">INSPECTION: Destination ACCEPTANCE: Destination</p> <p data-bbox="261 1052 513 1073">FOB POINT: Destination</p>	4 YEAR EST	EA	\$ ** N/A **	
See Contractor's price information in Section H.15 table					
0015	<p data-bbox="261 1163 367 1184"><u>DATA ITEM</u></p> <p data-bbox="261 1241 578 1262">SECURITY CLASS: Unclassified</p>				
A001	<p data-bbox="261 1352 591 1373"><u>ANNUAL SUB-CONTRACTING REPORT</u></p> <p data-bbox="261 1404 578 1425">SECURITY CLASS: Unclassified</p> <p data-bbox="261 1509 501 1530"><u>Packaging and Marking</u></p> <p data-bbox="261 1583 545 1604"><u>Inspection and Acceptance</u></p> <p data-bbox="261 1614 834 1635">INSPECTION: Destination ACCEPTANCE: Destination</p>			\$ ** N/A **	

Name of Offeror or Contractor: GM GDLS DEFENSE GROUP LLC, JOINT VENTURE

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.211-4053 (TACOM)	REQUIRED TAILORING LANGUAGE TO ELIMINATE CLASS I OZONE-DEPLETING SUBSTANCES (CIODS)	MAR/2000

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

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

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

[End of Clause]

1. Anticipated quantities for the initial order for the 3rd Brigade are as follows:

CLIN	CAGE/PN	NSN	NOMENCLATURE	QTY
0001AA	56161/10699426	4910-20-001-0671	Kit Power Pack Run-up (Run-up Kit Series II)	9
0002AA	56161/10699227	4910-20-000-5124	Hydraulic Test Set (Hydraulic Test Kit)	9
0003AA	56161/10597370	4910-21-914-8116	Stand Maintenance (Portable Powerpack)	7
0004AA	56161/10603932	4910-21-920-5723	APC Lifting Kit	9
0005AA	56161/10603570	5120-21-919-0333	Tool Spring Compressor (Spring Compression Tool)	9
0006AA	56161/10603444	5120-21-920-5640	Brake Actuator (Spacer)	9
0007AA	56161/10577504	5210-21-920-5669	Gauge Turning Radius (Turning Plate Assembly)	19
0008AA	56161/10699466	5120-20-000-7448	Wrench, Transfer Case (Wrench, T-Case)	102
0009AA	56161/10699294	xxxx-xx-xxx-xxxx	Towbar Adapter Kits (Medium Duty Towing Kit)	58
0010AA	56161/10699064	2530-20-001-0670	Parking Brake Valve	23
0011AA	56161/10699077	5210-20-000-8895	Steering Arm Tool	23
0012AA	56161/10699440	5120-20-000-6726	Locking Device, Steering	23
0013AA	56161/10649895	5210-20-000-2936	Trammel Tow Gauge	5
0014AA	56161/10626569	4210-21-919-0335	Pilot Rope (Wire Rope Assy)	0

2. It is anticipated, but not guaranteed, that an additional sets of tools and test equipment will be required for each of the 4th, 5th, and 6th Brigades, to be purchased at approximately one year intervals.

3. Due to the possibility of changing requirements, other special tool and test equipment items may be added to this contract in the future upon mutual agreement of both parties.

*** END OF NARRATIVE C 001 ***

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

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MOD/AMD

Name of Offeror or Contractor: GM GDLS DEFENSE GROUP LLC, JOINT VENTURE

SECTION D - PACKAGING AND MARKING

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
D-1	52.247-4016 (TACOM)	HEAT TREATMENT AND MARKING OF WOOD PACKAGING MATERIALS	JUL/2002

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

[End of Clause]

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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

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Name of Offeror or Contractor: GM GDLS DEFENSE GROUP LLC, JOINT VENTURE

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	52.242-4457 (TACOM)	DELIVERY SCHEDULE FOR DELIVERY ORDERS	OCT/2002

(a) Unless we specify a different delivery schedule in an individual delivery order, the following delivery schedule applies to delivery orders under this contract:

(1) Start deliveries N/A days after the delivery order date. N/A Continue delivering every thirty days, if necessary, until all items are delivered.

(i) You'll deliver a minimum of N/A units every 30 days;

(ii) You'll deliver a maximum of N/A units every 30 days

(iii) You can deliver more than the maximum number of units every thirty days: N/A

(2) 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 delivery order.

(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 delivery order. The contractor must take into consideration the length of time necessary to deliver its shipment to the destination designated in the delivery order, to ensure that the item reaches its destination by the time reflected in the delivery order.

(3) Proposing an accelerated delivery schedule will not prejudice your offer. However, if you propose a delivery schedule longer than the schedule listed above, or a maximum quantity less than what is requested in Paragraph (a)(1)(ii) above, your offer may be determined unacceptable for award.

(b) CONTRACTOR'S PROPOSED SCHEDULE:

(1) I WILL START DELIVERIES N/A*_ DAYS AFTER THE AWARD DATE; OR, IF APPLICABLE, _N/A*_ DAYS AFTER AWARD IF FIRST ARTICLE TEST IS WAIVED. DELIVERIES ON SUBSEQUENT DELIVERY ORDERS WILL START _N/A*_ DAYS AFTER DELIVERY ORDER AWARD DATE.

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

* See proposed delivery schedule in Section H Narrative H 001.

[End of Clause]

F-4	52.211-16	VARIATION IN QUANTITY	APR/1984
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(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	52.247-4017	DEPOT ADDRESS FOR THE APPLICABLE MODE OF SHIPMENTS: IN-THE-CLEAR	MAY/2004
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Name of Offeror or Contractor: GM GDLS DEFENSE GROUP LLC, JOINT VENTURE

(TACOM) ADDRESSES

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

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Name of Offeror or Contractor: GM GDLS DEFENSE GROUP LLC, JOINT VENTURE

SECTION H - SPECIAL CONTRACT REQUIREMENTS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
H-2	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	APR/2003
H-3	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
H-4	252.225-7004	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	APR/2003
H-5	252.225-7013	DUTY-FREE ENTRY	JAN/2004
H-6	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
H-7	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
H-8	52.216-18	ORDERING	OCT/1995

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of contract award through four years from the date of contract award.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered issued when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

[End of Clause]

H-9	52.216-19	ORDER LIMITATIONS	OCT/1995
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(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than (as shown below), the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

CLIN	PN	NOMENCLATURE	QTY
0001AA	10699426	Kit Power Pack Run-up (Run-up Kit Series II)	9
0002AA	10699227	Hydraulic Test Set (Hydraulic Test Kit)	9
0003AA	10597370	Stand Maintenance (Portable Powerpack)	7
0004AA	10603932	APC Lifting Kit	9
0005AA	10603570	Tool Spring Compressor (Spring Compression Tool)	9
0006AA	10603444	Brake Actuator (Spacer)	9
0007AA	10577504	Gauge Turning Radius (Turning Plate Assembly)	19
0008AA	10699466	Wrench, Transfer Case (Wrench, T-Case)	102
0009AA	10699294	Towbar Adapter Kits (Medium Duty Towing Kit)	58
0010AA	10699064	Parking Brake Valve	23
0011AA	10699077	Steering Arm Tool	23
0012AA	10699440	Locking Device, Steering	23
0013AA	10649895	Trammel Tow Gauge	5
0014AA	10626569	Pilot Rope (Wire Rope Assy)	0

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of (as shown below (b) (2)).

(2) Any order for a combination of items in excess of (as shown below).

CLIN	PN	NOMENCLATURE	QTY
0001AA	10699426	Kit Power Pack Run-up (Run-up Kit Series II)	30
0002AA	10699227	Hydraulic Test Set (Hydraulic Test Kit)	30
0003AA	10597370	Stand Maintenance (Portable Powerpack)	28
0004AA	10603932	APC Lifting Kit	30
0005AA	10603570	Tool Spring Compressor (Spring Compression Tool)	30
0006AA	10603444	Brake Actuator (Spacer)	30

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0007AA	10577504	Gauge Turning Radius (Turning Plate Assembly)	31
0008AA	10699466	Wrench, Transfer Case (Wrench, T-Case)	1073
0009AA	10699294	Towbar Adapter Kits (Medium Duty Towing Kit)	226
0010AA	10699064	Parking Brake Valve	44
0011AA	10699077	Steering Arm Tool	44
0012AA	10699440	Locking Device, Steering	44
0013AA	10649895	Trammel Tow Gauge	11
0014AA	10626569	Pilot Rope (Wire Rope Assy)	21

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the REQUIREMENTS clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 30 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

[End of Clause]

H-10 52.216-21 REQUIREMENTS OCT/1995

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as estimated or maximum in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the ORDERING clause. Subject to any limitations in the ORDER LIMITATIONS clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the ORDERING clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and the Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after five and one half (5 1/2) years after contract award.

[End of Clause]

H-11 252.225-7003 REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES APR/2003

(a) The offeror shall submit a Report of Contract Performance Outside the United States, with its offer, if-

(1) The offer exceeds \$10 million in value; and

(2) The offeror is aware that the offeror or a first-tier subcontractor intends to perform any part of the contract outside the United States and Canada that-

(i) Exceeds \$500,000 in value; and

(ii) Could be performed inside the United States or Canada.

(b) Information to be reported includes that for-

(1) Subcontracts;

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- (2) Purchases; and
- (3) Intracompany transfers when transfers originate in a foreign location.
- (c) The offeror shall submit the report using-
 - (1) DD Form 2139, Report of Contract Performance Outside the United States; or
 - (2) A computer-generated report that contains all information required by DD Form 2139.
- (d) The offeror may obtain a copy of DD Form 2139 from the Contracting Officer.
(End of provision)

H-12 52.204-4005 REQUIRED USE OF ELECTRONIC CONTRACTING

JUN/2004

* "Microsoft 97" below should read "Microsoft 2002"

(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 and clauses appear "by reference," meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

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

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

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

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

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

(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* 97 Office Products (TACOM can currently read OFFICE 97* 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]

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Name of Offeror or Contractor: GM GDLS DEFENSE GROUP LLC, JOINT VENTURE		

H-13 52.246-4026 LOCAL ADDRESSES FOR DD FORM 250 JAN/2002
(TACOM)

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

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

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

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

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

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

[End of Clause]

H.14 ORDERING PERIOD INFORMATION

1. The ordering period(s) will each represent a different Brigade under the Stryker BCT, and are estimated as follows for all CLINs:

Ordering Period 1 (3rd BDE): From date of contract award to 364 days after contract award
Ordering Period 2 (4th BDE): 1-364 days after contract award
Ordering Period 3 (5th BDE): 365-729 days after contract award
Ordering Period 4 (6th BDE): 730-1,094 days after contract award

3rd Brigade - Anticipated, but not guaranteed quantities are shown below.

CLIN	PN	NOMENCLATURE	QTY
0001AA	10699426	Kit Power Pack Run-up (Run-up Kit Series II)	9
0002AA	10699227	Hydraulic Test Set (Hydraulic Test Kit)	9
0003AA	10597370	Stand Maintenance (Portable Powerpack)	7
0004AA	10603932	APC Lifting Kit	9
0005AA	10603570	Tool Spring Compressor (Spring Compression Tool)	9
0006AA	10603444	Brake Actuator (Spacer)	9
0007AA	10577504	Gauge Turning Radius (Turning Plate Assembly)	19
0008AA	10699466	Wrench, Transfer Case (Wrench, T-Case)	102
0009AA	10699294	Towbar Adapter Kits (Medium Duty Towing Kit)	58
0010AA	10699064	Parking Brake Valve	23
0011AA	10699077	Steering Arm Tool	23
0012AA	10699440	Locking Device, Steering	23
0013AA	10649895	Trammel Tow Gauge	5
0014AA	10626569	Pilot Rope (Wire Rope Assy)	0

4th Brigade - Anticipated, but not guaranteed quantities are shown below

CLIN	PN	NOMENCLATURE	QTY
0001AA	10699426	Kit Power Pack Run-up (Run-up Kit Series II)	7
0002AA	10699227	Hydraulic Test Set (Hydraulic Test Kit)	7
0003AA	10597370	Stand Maintenance (Portable Powerpack)	7

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0004AA	10603932	APC Lifting Kit	7
0005AA	10603570	Tool Spring Compressor (Spring Compression Tool)	7
0006AA	10603444	Brake Actuator (Spacer)	7
0007AA	10577504	Gauge Turning Radius (Turning Plate Assembly)	4
0008AA	10699466	Wrench, Transfer Case (Wrench, T-Case)	311
0009AA	10699294	Towbar Adapter Kits (Medium Duty Towing Kit)	56
0010AA	10699064	Parking Brake Valve	7
0011AA	10699077	Steering Arm Tool	7
0012AA	10699440	Locking Device, Steering	7
0013AA	10649895	Trammel Tow Gauge	2
0014AA	10626569	Pilot Rope (Wire Rope Assy)	7

5th Brigade - Anticipated, but not guaranteed quantities are shown below

CLIN	PN	NOMENCLATURE	QTY
0001AA	10699426	Kit Power Pack Run-up (Run-up Kit Series II)	7
0002AA	10699227	Hydraulic Test Set (Hydraulic Test Kit)	7
0003AA	10597370	Stand Maintenance (Portable Powerpack)	7
0004AA	10603932	APC Lifting Kit	7
0005AA	10603570	Tool Spring Compressor (Spring Compression Tool)	7
0006AA	10603444	Brake Actuator (Spacer)	7
0007AA	10577504	Gauge Turning Radius (Turning Plate Assembly)	4
0008AA	10699466	Wrench, Transfer Case (Wrench, T-Case)	330
0009AA	10699294	Towbar Adapter Kits (Medium Duty Towing Kit)	56
0010AA	10699064	Parking Brake Valve	7
0011AA	10699077	Steering Arm Tool	7
0012AA	10699440	Locking Device, Steering	7
0013AA	10649895	Trammel Tow Gauge	2
0014AA	10626569	Pilot Rope (Wire Rope Assy)	7

6th Brigade - Anticipated, but not guaranteed quantities are shown below

CLIN	PN	NOMENCLATURE	QTY
0001AA	10699426	Kit Power Pack Run-up (Run-up Kit Series II)	7
0002AA	10699227	Hydraulic Test Set (Hydraulic Test Kit)	7
0003AA	10597370	Stand Maintenance (Portable Powerpack)	7
0004AA	10603932	APC Lifting Kit	7
0005AA	10603570	Tool Spring Compressor (Spring Compression Tool)	7
0006AA	10603444	Brake Actuator (Spacer)	7
0007AA	10577504	Gauge Turning Radius (Turning Plate Assembly)	4
0008AA	10699466	Wrench, Transfer Case (Wrench, T-Case)	330
0009AA	10699294	Towbar Adapter Kits (Medium Duty Towing Kit)	56
0010AA	10699064	Parking Brake Valve	7
0011AA	10699077	Steering Arm Tool	7
0012AA	10699440	Locking Device, Steering	7
0013AA	10649895	Trammel Tow Gauge	2
0014AA	10626569	Pilot Rope (Wire Rope Assy)	7

H.15 Contractor provided prices and lead times (LT), in days, are shown on the tables below:

BRIGADE 3

CLIN	P/N	L/T (days)	Quantities 1	2-4	5-9	10-25	26+
0001AA	10699426	158	\$14,328	\$14,328	\$14,328	\$14,328	\$14,328
0002AA	10699227	159	\$9,782	\$9,782	\$9,782	\$9,601	\$9,420
0003AA	10597370	158	\$16,384	\$16,384	\$13,312	\$12,889	\$12,889
0004AA	10603932	159	\$16,340	\$16,340	\$16,340	\$16,340	\$15,686
0005AA	10603570	95	\$1,412	\$1,357	\$1,019	\$820	\$757
0006AA	10603444	117	\$298	\$143	\$101	\$51	\$37
0007AA	10577504	165	\$1,324	\$1,324	\$1,192	\$1,059	\$1,032
0008AA	10699466	90	N/A	N/A	N/A	N/A	\$103
0009AA	10699294	144	N/A	N/A	\$2,044	\$2,044	\$2,044

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0010AA	10699064	90	\$12	\$12	\$12	\$12	\$11
0011AA	10699077	95	\$799	\$580	\$520	\$431	\$394
0012AA	10699440	85	\$138	\$138	\$103	\$81	\$58
0013AA	10649895	95	\$1,030	\$915	\$801	\$606	\$508
0014AA	10626569	105	\$123	\$123	\$123	\$123	\$123

There is a minimum buy of 100 required for CLIN 0008AA

BRIGADE 4

CLIN	P/N	L/T (days)	Quantities 1	2-4	5-9	10-25	26+
0001AA	10699426	158	\$15,031	\$15,031	\$15,031	\$15,031	\$15,031
0002AA	10699227	159	\$10,262	\$10,262	\$10,262	\$10,072	\$9,882
0003AA	10597370	158	\$17,188	\$17,188	\$13,965	\$13,522	\$13,522
0004AA	10603932	159	\$17,143	\$17,143	\$17,143	\$17,143	\$16,456
0005AA	10603570	95	\$1,481	\$1,424	\$1,069	\$860	\$794
0006AA	10603444	117	\$313	\$150	\$106	\$54	\$39
0007AA	10577504	165	\$1,389	\$1,389	\$1,251	\$1,111	\$1,082
0008AA	10699466	90	N/A	N/A	N/A	N/A	\$108
0009AA	10699294	144	N/A	N/A	\$2,144	\$2,144	\$2,144
0010AA	10699064	90	\$12	\$12	\$12	\$12	\$12
0011AA	10699077	95	\$839	\$608	\$546	\$452	\$413
0012AA	10699440	85	\$145	\$145	\$108	\$85	\$61
0013AA	10649895	95	\$1,080	\$960	\$840	\$636	\$533
0014AA	10626569	105	\$127	\$127	\$127	\$127	\$127

There is a minimum buy of 100 required for CLIN 0008AA

BRIGADE 5

CLIN	P/N	L/T (days)	Quantities 1	2-4	5-9	10-25	26+
0001AA	10699426	158	\$15,519	\$15,519	\$15,519	\$15,519	\$15,519
0002AA	10699227	159	\$10,595	\$10,595	\$10,595	\$10,399	\$10,203
0003AA	10597370	158	\$17,746	\$17,746	\$14,418	\$13,961	\$13,961
0004AA	10603932	159	\$17,699	\$17,699	\$17,699	\$17,699	\$16,990
0005AA	10603570	95	\$1,530	\$1,470	\$1,104	\$888	\$819
0006AA	10603444	117	\$323	\$155	\$109	\$55	\$40
0007AA	10577504	165	\$1,434	\$1,434	\$1,291	\$1,147	\$1,117
0008AA	10699466	90	N/A	N/A	N/A	N/A	\$112
0009AA	10699294	144	N/A	N/A	\$2,214	\$2,214	\$2,214
0010AA	10699064	90	\$13	\$13	\$13	\$13	\$12
0011AA	10699077	95	\$866	\$628	\$563	\$467	\$426
0012AA	10699440	85	\$150	\$150	\$111	\$88	\$63
0013AA	10649895	95	\$1,115	\$991	\$867	\$656	\$551
0014AA	10626569	105	\$132	\$132	\$132	\$132	\$132

There is a minimum buy of 100 required for CLIN 0008AA

BRIGADE 6

CLIN	P/N	L/T (days)	Quantities 1	2-4	5-9	10-25	26+
0001AA	10699426	158	\$16,021	\$16,021	\$16,021	\$16,021	\$16,021
0002AA	10699227	159	\$10,938	\$10,938	\$10,938	\$10,736	\$10,533
0003AA	10597370	158	\$18,320	\$18,320	\$14,885	\$14,413	\$14,413
0004AA	10603932	159	\$18,272	\$18,272	\$18,272	\$18,272	\$17,540
0005AA	10603570	95	\$1,579	\$1,518	\$1,139	\$916	\$846
0006AA	10603444	117	\$333	\$160	\$113	\$57	\$42
0007AA	10577504	165	\$1,480	\$1,480	\$1,333	\$1,184	\$1,154
0008AA	10699466	90	N/A	N/A	N/A	N/A	\$115
0009AA	10699294	144	N/A	N/A	\$2,285	\$2,285	\$2,285
0010AA	10699064	90	\$13	\$13	\$13	\$13	\$12
0011AA	10699077	95	\$894	\$649	\$582	\$482	\$440
0012AA	10699440	85	\$155	\$155	\$115	\$91	\$65
0013AA	10649895	95	\$1,152	\$1,023	\$895	\$677	\$568
0014AA	10626569	105	\$137	\$137	\$137	\$137	\$137

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There is a minimum buy of 100 required for CLIN 0008AA

*** END OF NARRATIVE H 001 ***

H.16 REQUIREMENT FOR SUBCONTRACTING WITH SMALL BUSINESSES

H.16.1 The contractor is required to utilize Small Businesses for not less than 20% of the dollar value of this contract that remains after deducting other direct costs, fees, and contingencies from the total estimated contract amount, to include any modifications.

H.16.2 The contractor's subcontracting plan will be incorporated by reference.

H.16.3 The contractor shall provide a summary of his subcontracted effort to small businesses as required by CDRL A001. The contractor shall provide this summary on an annual basis.

H.16.3.1. The contractor will include in this report all awards made to 2nd and 3rd tier small business subcontractors. Dollars reported as Small Business awards will only be counted once.

H.16.3.2. The contractor will include all awards made to small businesses (in accordance with NAIC coding 336992; 1,000 employees) in Canada and the United States.

*** END OF NARRATIVE H 002 ***

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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	DEC/2001
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	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-15	52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT/1997
I-16	52.215-14	INTEGRITY OF UNIT PRICES (ALTERNATE I, (OCT 1997))	OCT/1997
I-17	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	JAN/2004
I-18	52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT/1997
I-19	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-20	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JAN/2002
I-21	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	JAN/1999
I-22	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-23	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	JUN/2004
I-24	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-25	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-26	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-27	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	DEC/2001
I-28	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-29	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-30	52.223-6	DRUG FREE WORKPLACE	MAY/2001
I-31	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JAN/2004
I-32	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUN/2000
I-33	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-34	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-35	52.229-4	FEDERAL, STATE, AND LOCAL TAXES (NONCOMPETITIVE CONTRACT)	APR/2003
I-36	52.230-2	COST ACCOUNTING STANDARDS	APR/1998
I-37	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	NOV/1999
I-38	52.232-1	PAYMENTS	APR/1984
I-39	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-40	52.232-11	EXTRAS	APR/1984
I-41	52.232-17	INTEREST	JUN/1996
I-42	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-43	52.232-25	PROMPT PAYMENT	OCT/2003
I-44	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-45	52.233-1	DISPUTES	JUL/2002
I-46	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-47	52.242-12	REPORT OF SHIPMENT (REPSHIP)	JUN/2003
I-48	52.242-13	BANKRUPTCY	JUL/1995
I-49	52.243-1	CHANGES--FIXED-PRICE	AUG/1987
I-50	52.243-7	NOTIFICATION OF CHANGES	APR/1984

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I-51	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-52	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-53	52.248-1	VALUE ENGINEERING	FEB/2000
I-54	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
I-55	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-56	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-57		*** THIS REFERENCE (IA0812) IS NO LONGER VALID ***	
I-58	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES	MAR/1999
I-59	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-60	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-61	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-62	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	FEB/2003
I-63	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-64	252.219-7003	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/1996
I-65	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2003
I-66	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS (ALT 1)	APR/2003
I-67	252.225-7015	RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS	APR/2003
I-68	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	MAY/2004
I-69	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	APR/2003
I-70	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	APR/2003
I-71	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	SEP/2001
I-72	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-73	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-74	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS)	MAR/2000
I-75	52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS ````(ALTERNATE III (OCT 1997))	OCT/1997

(a) Exceptions from cost or pricing data.

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

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

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

(A) If--

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

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

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

- (1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price or recent sales in quantities similar to the proposed quantities.
- (2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.
- (3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.
- (4) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

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

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

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

(c) Submit the cost portion of the proposal via the following electronic media: email.

[End of Clause]

I-76

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-77

52.244-6

SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS

APR/2003

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

- (1) "Commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.
- (2) "Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or

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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 (OCT 2000)(15U.S.C. 637(d)(2) and (3)), in all subcontracts that offer subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002)(E.O. 11246);

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998)(29 U.S.C. 793);

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimum number of additional clauses necessary to satisfy its contractual obligations.

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

[End of Clause]

I-78 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-79 252.204-7004 ALTERNATE A NOV/2003

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

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

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

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

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

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

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

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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."

[End of Clause]

I-80 252.247-7023 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-

(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);

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(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.

(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;

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Name of Offeror or Contractor: GM GDLS DEFENSE GROUP LLC, JOINT VENTURE

(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-81	52.204-4009 (TACOM)	MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION	JUN/1999
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(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFQs.)

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

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

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

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

[End of Clause]

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 31 of 31****PIIN/SIIN** W56HZV-04-D-B001**MOD/AMD****Name of Offeror or Contractor:** GM GDLS DEFENSE GROUP LLC, JOINT VENTURE

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	CDRL A001 FOR ANNUAL SUBCONTRACTING REPORT	22-JUL-2004	001	
Attachment 001	SUBCONTRACTING PLAN FOR GM/GDLS DEFENSE GROUP "STRYKER - SSTE" IS INCORPORATED BY REFERENCE	21-JUL-2004	017	