

**ORDER FOR SUPPLIES OR SERVICES**

<b>1. CONTRACT PURCH ORDER/AGREEMENT NO.</b> W56HZV-04-P-1391	<b>2. DELIVERY ORDER/CALL NO.</b>	<b>3. DATE OF ORDER/CALL (YYYYMMDD)</b> 2004SEP03	<b>4. REQUISITION/PURCH REQUEST NO.</b> SEE SCHEDULE	<b>5. PRIORITY</b> DOA4
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<b>6. ISSUED BY</b> TACOM WARREN AMSTA-PM-LAV-B CHERYL OEDER (586)574-8359 WARREN, MICHIGAN 48397-5000 EMAIL: OEDERC@TACOM.ARMY.MIL HTTP://CONTRACTING.TACOM.ARMY.MIL	<b>CODE</b>	W56HZV	<b>7. ADMINISTERED BY (if other than 6)</b> DCMA AUSTRALIA UNIT #11009 APO AP 96551-1000	<b>CODE</b>	SAS01A	<b>8. DELIVERY FOB</b> <input type="checkbox"/> DESTINATION <input checked="" type="checkbox"/> OTHER (See Schedule if other)
			<b>SCD: B PAS: NONE ADP PT: HQ0339</b>			

<b>9. CONTRACTOR</b> W&E PLATT PTY LTD 10 STENNETT ROAD INGLEBURN, AU AUSTRALIA 2565  TYPE BUSINESS: Foreign Concern/Entity	<b>CODE</b>	ZG731	<b>FACILITY</b>	<b>10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD)</b> SEE SCHEDULE	<b>11. X IF BUSINESS IS</b> <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMAN-OWNED
				<b>12. DISCOUNT TERMS</b>	<b>13. MAIL INVOICES TO THE ADDRESS IN BLOCK</b> See Block 15

<b>14. SHIP TO</b> SEE SCHEDULE	<b>CODE</b>		<b>15. PAYMENT WILL BE MADE BY</b> DFAS - COLUMBUS CENTER DFAS-CO/WEST ENTITLEMENT OPERATIONS P.O. BOX 182381 COLUMBUS, OH 43218-2381	<b>CODE</b>	HQ0339	<b>MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2</b>
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<b>16. TYPE OF ORDER</b>	<b>DELIVERY/ CALL</b>	THIS DELIVERY ORDER IS ISSUED ON ANOTHER GOVERNMENT AGENCY OR IN ACCORDANCE WITH AND SUBJECT TO TERMS AND CONDITIONS OF ABOVE NUMBERED CONTRACT.				
<b>PURCHASE</b>	<input checked="" type="checkbox"/>	Reference your <input type="checkbox"/> Oral <input checked="" type="checkbox"/> Written Quotation <u>PLM 855A</u> , Dated <u>2004JUL30</u> . <u>AL PLATT</u> furnish the following on terms specified herein.				
		ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.				

<b>NAME OF CONTRACTOR</b>	<b>SIGNATURE</b>	<b>TYPED NAME AND TITLE</b>	<b>DATE SIGNED (YYYYMMDD)</b>
<input checked="" type="checkbox"/>	If this box is marked, supplier must sign Acceptance and return the following number of copies:		

<b>17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE</b> SEE SCHEDULE
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18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICE	20. QUANTITY ORDERED/ ACCEPTED*	21. UNIT	22. UNIT PRICE	23. AMOUNT
	SEE SCHEDULE CONTRACT TYPE: Firm-Fixed-Price  KIND OF CONTRACT: Research and Development Contracts				

* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.	<b>24. UNITED STATES OF AMERICA</b> MICHAEL T. FINNELL /SIGNED/ FINNELLM@TACOM.ARMY.MIL (586)574-8361 BY: _____ CONTRACTING/ORDERING OFFICER	<b>25. TOTAL</b>	\$83,488.51
		<b>26. DIFFERENCES</b>	

**27a. QUANTITY IN COLUMN 20 HAS BEEN**  
 INSPECTED     RECEIVED     ACCEPTED, AND CONFORMS TO CONTRACT EXCEPT AS NOTED

<b>b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE</b>	<b>c. DATE (YYYYMMDD)</b>	<b>d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE</b>
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<b>e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE</b>	<b>28. SHIP. NO.</b>	<b>29. D.O. VOUCHER NO.</b>	<b>30. INITIALS</b>
		<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	<b>32. PAID BY</b>

<b>f. TELEPHONE NUMBER</b>	<b>g. E-MAIL ADDRESS</b>	<b>31. PAYMENT</b>	<b>33. AMOUNT VERIFIED CORRECT FOR</b>
		<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	<b>34. CHECK NUMBER</b>

<b>36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.</b>		<b>35. BILL OF LADING NO.</b>
<b>a. DATE (YYYYMMDD)</b>	<b>b. SIGNATURE AND TITLE OF CERTIFYING OFFICER</b>	

<b>37. RECEIVED AT</b>	<b>38. RECEIVED BY (Print)</b>	<b>39. DATE RECEIVED (YYYYMMDD)</b>	<b>40. TOTAL CONTAINERS</b>	<b>41. S/R ACCOUNT NUMBER</b>	<b>42. S/R VOUCHER NO.</b>
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<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-04-P-1391 <b>MOD/AMD</b>	<b>Page</b> 2 <b>of</b> 23
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**Name of Offeror or Contractor:** W&E PLATT PTY LTD

SUPPLEMENTAL INFORMATION

Regulatory Cite	Title	Date
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](mailto: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]

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-04-P-1391 MOD/AMD

Name of Offeror or Contractor: W&E PLATT PTY LTD

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																								
0001	SUPPLIES OR SERVICES AND PRICES/COSTS  NSN: 0000-00-000-0000 FSCM: ZG731 PART NR: P10009 W/P10035 SECURITY CLASS: Unclassified																												
0001AA	<p><u>PRODUCTION QUANTITY</u></p> <p>1</p> <p>NOUN: WEAPONS MOUNT W/ARMOR SHIELDS                      PRON: T142T2074K PRON AMD: 03 ACRN: AA                      CUSTOMER ORDER NO: M9545004MP42003</p> <p><u>Packaging and Marking</u>                      PACKAGING/PACKING/SPECIFICATIONS:                      BEST COMMERCIAL OVERSEAS PACKAGING                      LEVEL PRESERVATION: Commercial                      LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Origin ACCEPTANCE: Origin</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>W56HZY4219H015</td> <td>L00205</td> <td>M</td> <td></td> <td>2</td> </tr> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DAYS AFTER AWARD</u></td> <td colspan="3"></td> </tr> <tr> <td>001</td> <td>1</td> <td>0112</td> <td colspan="3"></td> </tr> </table> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u>                      (L00205) NEVADA AUTOMOTIVE TEST CNTR                      605 FORT CHURCHILL RD                      SILVER SPRINGS NV 89429</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u>                      W56HZV-04-P-1391/0000</p> <p>Deliver to NATC                      Attention: Dennis Niehoff (775) 629-2000 x248</p> <p>(End of narrative F001)</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	W56HZY4219H015	L00205	M		2	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>				001	1	0112				1	EA	\$ 23,250.00000	\$ 23,250.00
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>																								
001	W56HZY4219H015	L00205	M		2																								
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>																											
001	1	0112																											

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-04-P-1391 MOD/AMD

Name of Offeror or Contractor: W&E PLATT PTY LTD

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT								
0002	SECURITY CLASS: Unclassified												
0002AA	<p><u>SERVICES LINE ITEM</u></p> <p>NOUN: INTEGRATION &amp; FEA                      PRON: T142T5804K PRON AMD: 02 ACRN: AB                      CUSTOMER ORDER NO: M9545004MPR4BY3</p> <p>This CLIN represents the total amount to be paid to the contractor for R&amp;D integration effort and the Finite Element Analysis of the adapter for installing MRV Weapons Mount on the USMC LAVs.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>0</td> <td>31-DEC-2004</td> </tr> </table> <p style="text-align: right;">\$ 60,238.51</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	31-DEC-2004			\$ 60,238.51
DLVR SCH		PERF COMPL											
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>											
001	0	31-DEC-2004											

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-04-P-1391 MOD/AMD

Name of Offeror or Contractor: W&E PLATT PTY LTD

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	<p><u>CONTRACT DATA REQUIREMENTS LIST</u></p> <p>SECURITY CLASS: Unclassified</p>				
A001	<p><u>DATA ITEM</u></p> <p>NOUN: INTEGRATION INSTRUCT &amp; DWGS SECURITY CLASS: Unclassified</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination</p>			\$ ** NSP **	\$ ** NSP **
A002	<p><u>DATA ITEM</u></p> <p>NOUN: FEA OF WEAPONS MOUNT ADAPTER SECURITY CLASS: Unclassified</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination</p>			\$ ** NSP **	\$ ** NSP **
A003	<p><u>DATA ITEM</u></p> <p>NOUN: QA PROGRAM MANUAL OR PLAN SECURITY CLASS: Unclassified</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination</p>			\$ ** NSP **	\$ ** NSP **

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

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PIIN/SIIN W56HZV-04-P-1391

MOD/AMD

**Name of Offeror or Contractor:** W&E PLATT PTY LTD

## DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

## C.1 Background.

C.1.1 The 2004 Light Armored Vehicle (LAV) Operational Advisory Group (OAG) has identified the need to provide the LAV Mission Role Variants (MRV) with improved self protection as the number one need. The definition of self protection, for the LAV MRVs, is the ability to employ a direct fire weapon from the vehicle commander's crew position. Improvements to the existing self protection weapon system include, but are not limited to, increased lethality, longer range, increased weapon stability, increased accuracy, and improved protection for the operator. The LAV MRVs are LAV-Anti-Tank (LAV-AT), LAV-Command and Control (LAV-C2), LAV-Logistics (LAV-L), LAV-Mortar (LAV-M), and LAV-Recovery (LAV-R). All of the MRVs have identical commander crew positions. Currently, the self protection weapon is limited to a M240E 7.62mm Machine Gun (MG) mounted on a ring mount. The field of fire for this weapon is a 180-degree arc in front of the vehicle with an elevation of plus 50 degrees and a depression of minus 20 degrees.

C.1.2 The Program Manager's Office for Light Armored Vehicles (PMO LAV) desires to replace the existing M240E MG and ring mount with a weapon station that allows for the deployment of multiple weapons: the M2 .50 Caliber Heavy MG, the Mk-19 40mm Automatic Grenade Launcher, the M240E 7.62mm MG, and the M249 5.56mm Squad Automatic Weapon (SAW). The weapon station will provide a stable platform for continuous automatic weapons fire, provide the operator with armored protection, and allow the operator easily to control firing of the weapon both while the vehicle is in motion and while stationary.

## C.2 Design Description.

C.2.1 The weapons mount shall be integrated on to the commander's position on the LAV MRVs (LAV-AT, LAV-C2, LAV-L, LAV-M, and LAV-R).

C.2.2 The weapons mount shall be capable of accepting the M2 .50 Caliber Heavy MG, the Mk-19 40mm Automatic Grenade Launcher, the M240E 7.62mm MG, the M249 5.56mm SAW, and the AN/PAQ-3 Modular Universal Laser Equipment (MULE).

C.2.3 The weapons mount shall be capable of holding 1 box of readied ammunition for the M2 .50 Caliber Heavy MG, the Mk-19 40mm Automatic Grenade Launcher, the M240E 7.62mm MG, and the M249 5.56mm SAW.

C.2.4 The weapons mount shall provide the capability to employ targeting tools like night vision scopes and/or optical scopes.

C.2.5 The weapons mount shall include removable 360-degree 7.62mm Armor Piercing (AP) protection.

C.2.6 The weapons mount shall provide recoil compensation, with an average of 70% reduction for the M2 .50 Caliber MG.

C.2.7 The weapons mount shall be capable of traversing 360 degrees within 6 seconds while an M2 .50 Caliber MG is mounted in the weapons mount.

C.2.8 To prevent injury to the operator and/or damage to the vehicle, the weapons mount shall include a break-away clutch, which will release if the mount strikes a tree or other obstacle while the vehicle is in motion.

C.2.9 The weapons mount shall be constructed of corrosion-resistant materials.

C.2.10 The weapons mount shall include a reservoir capable of collecting the spent cartridges from the weapon that is mounted in the weapons mount.

C.2.11 The weapons mount shall be treated with Chemical Agent Resistant Coating (CARC) in accordance with (IAW) MIL-C-46168 and MIL-C-53039, color Green 383 IAW FED-STD-595, Color Chip 34094.

C.3 Integration Kit Development. The contractor shall develop an adapter for mounting the MRV Weapons Mount on to the LAV-R located at the Nevada Automotive Test Center (NATC) in Silver Springs, Nevada. The adapter shall allow the MRV Weapons Mount to be securely mounted to the commander's position on the LAV-R.

## C.4 Meetings.

C.4.1 Start of Work Meeting. A start of work meeting shall be held at the integration site, NATC, as mutually agreed upon day 1 of the contractor's initial visit. The meeting shall detail the contractor's approach to meeting the basic design requirements above, lessons learned from the integration of the W & E Platt Swing Mount on the USMC LAV-25, and lessons learned from integration of the W & E Platt Weapons Mount on the Australian LAV MRVs. No more than 10 Government personnel will attend the start of work meeting.

C.4.2 Critical Design Review (CDR). A CDR shall be held at NATC. This meeting may be held during the contractor's initial visit. However, the CDR must be completed within 60 days of award of this purchase order. This design review is to evaluate the contractor's design of the weapons mount adapter. This meeting may be held as a video teleconference, phone conference, computer presentation, or a face-to-face meeting, not to last longer than 4 hours.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-04-P-1391 <b>MOD/AMD</b>	<b>Page</b> 7 <b>of</b> 23
<b>Name of Offeror or Contractor:</b> W&E PLATT PTY LTD		

C.5 Preliminary Engineering Data. Within 30 days of the CDR, the contractor shall supply the Government with drawings detailing the required integration modifications to the LAV-R (CDRL A001), pre-production engineering drawings to be used for National Stock Number (NSN) assignment and provisioning (CDRL A001), draft installation instructions (CDRL A001), and the results of a Finite Element Analysis (FEA) conducted on the MRV weapons mount adapter (CDRL A002).

C.6 Installation of the MRV Weapons Mount. The contractor shall install the MRV Weapons Mount on the LAV-R located at NATC using the adapter developed under paragraph C.3 above. The installation of the MRV Weapons Mount shall follow the contractor's installation instructions and integration drawings supplied under paragraph C.5 above.

\*\*\* END OF NARRATIVE C 001 \*\*\*

INSPECTION AND ACCEPTANCE

E.1 Quality Assurance Provisions. The contractor shall establish, implement, document, and maintain a quality system that ensures compliance to all contractual requirements. The contractor shall implement the requirements of ANSI/ASQC/ISO Q9001-2000 or an equivalent quality system model. No third party certification is required. The contractor shall develop a Quality Assurance (QA) Program Manual or Plan as applicable to its quality system model. This manual or plan shall be delivered to the Government for review and approval within 20 working days after purchase order award (CDRL A003). The contractor shall also update the QA Program Manual or Plan as necessary.

\*\*\* END OF NARRATIVE E 001 \*\*\*

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

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**PIIN/SIIN** W56HZV-04-P-1391

**MOD/AMD**

**Name of Offeror or Contractor:** W&E PLATT PTY LTD

CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ <u>ITEM</u>	<u>ACRN</u>	<u>STAT</u>	<u>ACCOUNTING CLASSIFICATION</u>	JOB ORDER <u>NUMBER</u>	<u>ACCOUNTING STATION</u>	<u>OBLIGATED AMOUNT</u>
0001AA	T142T2074K M9545004MP42003	AA	2	17 46110920383100080200674432D20380300004MP42003		\$	23,250.00
0002AA	T142T5804K M9545004MPR4BY3	AB	2	17 451319M7KE2506785400674432DC1555B00004MPR4BY3		\$	60,238.51
						TOTAL	\$ 83,488.51

<u>SERVICE NAME</u>	<u>TOTAL BY ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>	<u>ACCOUNTING STATION</u>	<u>OBLIGATED AMOUNT</u>
Marine Corps	AA	17 46110920383100080200674432D20380300004MP42003	\$	23,250.00
Marine Corps	AB	17 451319M7KE2506785400674432DC1555B00004MPR4BY3	\$	60,238.51
			TOTAL	\$ 83,488.51

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 9 of 23</b>
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<b>Name of Offeror or Contractor:</b> W&E PLATT PTY LTD		

CONTRACT CLAUSES

2	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
3	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	JUN/2004
4	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
5	52.222-29	NOTIFICATION OF VISA DENIAL	JUN/2003
6	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JAN/2004
7	52.227-12	PATENT RIGHTS--RETENTION BY THE CONTRACTOR (LONG FORM)	JAN/1997
8	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
9	52.242-10	F.O.B. ORIGIN--GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE	APR/1984
10	52.246-9	INSPECTION OF RESEARCH AND DEVELOPMENT (SHORT FORM)	APR/1984
11	52.247-1	COMMERCIAL BILL OF LADING NOTATIONS the notation set forth in paragraph (a) of the clause applies in this contract.` The agency name in line one of the notation shall read:US ARMY TANK-AUTOMOTIVE & ARMAMENTS COMMAND	APR/1984
12	52.247-29	F.O.B. ORIGIN	JUN/1988
13	52.247-59	F.O.B. ORIGIN - CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
14	52.247-65	F.O.B. ORIGIN - PREPAID FREIGHT - SMALL PACKAGE SHIPMENTS	JAN/1991
15	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (Alternate I dated Dec 2000)	DEC/2000
16	252.227-7013	RIGHTS IN TECHNICAL DATA --NONCOMMERCIAL ITEMS	NOV/1995
17	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JUN/1995
18	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JUN/1995
19	252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT	JUN/1995
20	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
21	252.227-7036	DECLARATION OF TECHNICAL DATA CONFORMITY	JAN/1997
22	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999
23	52.204-4006 (TACOM)	INCORPORATION OF TACOM MASTER SOLICITATION FOR SIMPLIFIED ACQUISITIONS AND DESIGNATION OF F.O.B. POINT	MAY/2000

(a) This Request for Quotation (RFQ) or Purchase Order (PO) incorporates by reference TACOM-Warren's Master Solicitation for Simplified Acquisitions with the same force and effect as though the clauses and provisions it contains were physically incorporated into this document. The version in effect at time of award is the version that applies to your purchase order.

(b) The TACOM-Warren Master Solicitation for Simplified Acquisitions is available on our Electronic Contracting web page, which you can reach using the following URL address: <http://contracting.tacom.army.mil/opportunity.htm>

(c) The clauses and provisions in Section I of the Master Solicitation apply to all TACOM-Warren RFQs and Purchase Orders that contain this clause. The clauses contained in Section II of the Master Solicitation applies in addition to those in Section I when the RFQ or PO specifies F.O.B. Origin.

(d) We hereby specify that the required F.O.B. point for this acquisition is Origin.

(e) We will keep the Master Solicitation identified in this clause available on our Electronic Contracting web page during the entire period of performance of the purchase order. If the current Master Solicitation later is revised to incorporate a change in any of the clauses, the version specified in this clause will be retained, intact, in an archive area on our web page for continued reference and use.

[End of Clause]

24	52.246-4005 (TACOM)	INSPECTION AND ACCEPTANCE POINTS: ORIGIN	FEB/1995
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(a) Inspection and acceptance of supplies offered under this purchase order shall take place as specified herein. Inspection: ORIGIN Acceptance: ORIGIN

(b) Origin inspection shall take place at the site specified below:

- 1- W & E Platt Pty Ltd
- 2- 10 Stennett Rd.
- 3- Ingleburn 2565

Name of Offeror or Contractor: W&amp;E PLATT PTY LTD

-4- N.S.W. Australia

[End of Clause]

25 52.204-7 CENTRAL CONTRACTOR REGISTRATION

OCT/2003

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

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

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

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

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

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

"Registered in the CCR database" means that--

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

(b)

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

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

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

(1) An offeror may obtain a DUNS number

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

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

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

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

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

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

(1)

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

(A) Change the name in the CCR database;

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

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The

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Contractor must provide with the notification sufficient documentation to support the legally changed name.

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

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

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

(End of clause)

26 52.246-4 INSPECTION OF SERVICES--FIXED PRICE AUG/1996

(a) Definitions. Services, as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

[End of Clause]

27 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (Alternate III dated May 2002) 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.

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(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);

(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;

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- (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 insert the substance of this clause, including this paragraph (f) in subcontracts that are for a type of supplies described in paragraph (b)(2) of this clause.

[End of Clause]

28 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](http://contracting.tacom.army.mil/awards_official.htm)  
 Rock Island: <http://aaais.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\* 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](mailto: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.

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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]

29            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 shall be transmitted electronically.

[End of Clause]

30            52.211-4016            CARC PAINT-PRETREATMENT REQUIREMENTS FOR FERROUS, GALVANIZED AND            AUG/2003  
ALUMINUM SURFACES

(a) Ferrous and galvanized surfaces shall be cleaned and pretreated with a Type 1 microcrystalline zinc phosphate system per TT-C-490E. Alternate pretreatment systems for ferrous substances must meet the performance tests specified in paragraphs 3.5.7, 3.5.8, 4.2.7, and 4.2.8 of TT-C-490E. Corrosion resistance tests will be conducted on a monthly basis (two test coupons) after the process has been found to be in compliance with the (pretreatment chemicals) manufacturers instructions. Process control tests for this or alternative systems must ensure that the process remains in control and must be documented per ISO 9000 series and approved by TACOM. Testing (corrosion resistance and adhesion) must be performed on the same substrate and the same thickness of primer minus topcoat used in production. Unless otherwise specified, MIL-P-53022 and -53030 primers shall be salt spray tested for 336 hours (ASTM B117). All electrocoat primers shall be tested for 1000 hours. Test coupons shall be scraped at a 30 degree contact angle (approximate), with a one inch (approximate) metal blade such as a putty knife, between 24 and 168 hours after removal from the neutral salt spray cabinet for coupon evaluation. Any TT-C-490E (Type I) inorganic crystalline pretreatment is limited to a maximum build equivalent of 500 mg per square foot to minimize chipping of the CARC system. All TT-C-490E (Type I) zinc phosphate pretreatment systems must be documented per ISO 9000 series and approved by the procuring activity prior to use. The procedure containing all the elements specified in paragraph 3.2 of TT-C-490E shall be submitted to the procuring activity no less than 45 days prior to start of work. Qualification will consist of verification that the process with its controls can meet the performance requirements in the specification. The performance of zinc phosphate or any proposed alternate pretreatment system must be demonstrated and approved by the procuring activity. Prior to production, a Letter of Approval shall be provided by the Contracting Officer. Requalification of the process shall be required if the process is changed outside the limits defined in the TACOM letter of system acceptance (Letter of Approval) provided to the application facility.

Note: Zinc phosphate systems for galvanized surfaces require separate qualification. Hot dipped galvanized surfaces are highly prone to chlorine/chloride contamination from the galvanizing flux process. This contaminant must be removed prior to pretreatment for the coating system to pass these performance tests. Due to the wide variation in zinc thickness with the hot dip galvanizing process, the dry film thickness of the primer will be verified with a Tooke gage or equivalent for the purpose of production and process control. Primer test coupons shall represent both the minimum and maximum nominal dry film thickness. The test coupons must duplicate the production painting process as closely as possible.

(b) Qualification of pretreatment systems for zinc galvanized substrates shall be performed using Accelerated Corrosion Test protocol contained in GM 9540P, Method B, rather than salt spray. Test coupons with pretreatment and primer only shall be cured for seven days, and then scribed through the primer to the substrate. After 40 cycles of test exposure, the test coupons shall be scraped

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at a 30 degree contact angle (approximate), with a one inch (approximate) metal blade such as a putty knife, both parallel and perpendicular to the scribe between 24 and 168 hours after removal from the cyclic salt spray chamber for coupon evaluation. There shall be no more than 3 mm of red rust creep, blistering, or loss of paint adhesion from the scribe line and no more than 5 blisters in the field with none greater than 1 mm diameter. This test shall be performed at two month intervals (two test coupons) to ensure that the process remains in control.

(c) Aluminum substrates require a chromate conversion coating per MIL-C-5541E (or alternate, see note below), after appropriate cleaning per TT-C-490E. If any other alternate pretreatment is considered, it must pass 120 cycles of GM9540P, as a scribed Q-panel when coated with the production primer. After completion of the cyclic salt environment exposure, the panels shall be scraped as described above, and shall have no more than 0.5 mm paint loss (creep-back) from the scribe. In addition, there shall be no more than 5 blisters in the field with none larger than 1mm diameter. After completion of the 120 cycle corrosion resistance test evaluation, each test panel will be subjected to cross hatch tape test (ASTM D3359, minimum tape adhesion rating of 45 oz. per inch of width). The test pattern shall be 4 lines x 4 lines scribed to the metallic layer at 2mm intervals (approximate) and shall be done no closer than 12 mm from any panel edge or the scribe. Multiple head cutters may be used. The removal of two or more complete squares of primer shall constitute failure. Any alternate system must demonstrate its ability to pass both corrosion and adhesion tests on 5 consecutive days of production to be considered acceptable. All process steps shall be documented IAW ISO 9000 series standards and approved by the procuring activity.

Note: The only alternative products which have demonstrated their ability to meet these requirements for 5000 and 6000 series aluminum alloys are Alodine 5200 and Alodine 5700.

(d) The use of TT-C-490E Type III: Vinyl Wash Primer (DOD-P-15328) is prohibited due to its hexavalent chromium content and high VOC level. The Army is committed to minimizing the use of HAPs and hazardous materials.

[End of Clause]

31 52.211-4030 SPECIAL TESTING REQUIREMENTS FOR CHEMICAL AGENT RESISTANT COATINGS MAR/2001  
(TACOM) (CARC) ON METALLIC SURFACES

(a) Application: MIL-C-46168  
MIL-C-53039  
MIL-PRF-22750

(b) End-Item Paint Inspection: After the complete paint finish has been applied and cured\* (See \*Note, below), the Contractor shall test and inspect two units per lot for (i) workmanship, (ii) total paint film thickness, and (iii) paint adhesion. Unless otherwise agreed to between the Contractor and the cognizant Government quality assurance representative, a lot shall be defined as all units submitted for final Government acceptance at one time. The use of test panels in lieu of actual production units is prohibited. At final inspection, the cumulative total paint film thickness of pretreatment, primer, and topcoat shall at a minimum conform to the sum of the minimum thicknesses for individual elements of the paint finish as specified in the Film Thickness Table below. Sufficient locations shall be spot-checked to ensure proper workmanship and paint thickness uniformity. The size and configuration of the unit as well as the number of vendors responsible for the paint finish of component parts shall be taken into consideration in determining the number of locations to be checked. The specific number of test locations shall be agreed to by the cognizant Government quality assurance representative in advance. In addition, two locations on each sample unit shall be selected to conduct the scribe tape test. The test locations shall be routinely varied among the following:

- (1) Directly adjacent to a weld
- (2) On or directly adjacent to a machine cut or sheared edge.
- (3) On any mechanically formed surface when lubricants/drawing compounds were used.
- (4) On paint touch-up areas.

(c) The precise location for each scribe tape test shall be in an inconspicuous location that has been accepted by the cognizant Government quality assurance representative before the test is conducted.

(d) Upon completion of the scribe tape test, the scribe marks shall be feathered into the adjacent area and touched up with the required top coat so that the tested area again conforms to the applicable minimum specified in the Film Thickness Table below.

\*Note: The complete paint finish is defined as the pretreatment, primer, and topcoat applied to the substrate. Curing of the complete paint finish is dependent upon temperature, humidity, and paint film thickness. The time necessary to achieve sufficient adhesion to pass the scribe tape test must be determined by each facility. For purposes of this test, curing at ambient temperature will take from 24 days.

(e) Test Methods:

- (1) Film Thickness. Film thickness shall be verified with a nondestructive film gage. The gage shall be suitable for

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measurements over the applicable substrate material and shall have sufficient accuracy to ensure compliance to the thickness limitations. The gage shall be capable of being calibrated. If no other calibration specification or requirement is identified elsewhere in this contract, then the gage shall be calibrated in accordance with ISO 10012.

(2) Scribe Tape Test. The following test procedure shall be followed. The test surface shall be sufficiently warm and dry to ensure adhesion of the tape. All dimensions cited in this Scribe Tape Test description are approximate:

(i) Scribe four one-inch lines completely through the paint finish to the substrate, one sixteenth to three thirty-seconds of an inch apart.

(ii) Scribe four additional one-inch lines, completely through the paint finish, one sixteenth to three thirty-seconds of an inch apart, rotated 90 degrees with respect to the first set of lines. The resulting pattern shall contain nine squares.

(iii) Press a length of A-A-1830, A-A-884, or any commercially available tape with a minimum adhesion rating of 45 oz. per inch of width firmly over the scribed pattern, rubbing out all air pockets.

(iv) Wait 10 seconds, minimum. Grasp a free end of the tape and at a rapid speed strip it from the paint surface by pulling the tape back upon itself at 180 degrees.

(f) Interpretation of Test Results

NOTE: These two tests are not a substitute for corrosion tests such as neutral salt spray or accelerated corrosion tests which verify coating durability.

(1) Film Thickness. All applicable surfaces shall have complete paint coverage. A minimum of 75% of the applicable surfaces of each test unit shall meet the minimum, cumulative dry film thickness requirements. Failure of either test unit shall result in rejection of the production lot that it represents.

FILM THICKNESS TABLE

SPECIFICATION	DRY FILM THICKNESS (Mils)
DOD-P-15328*	0.3 - 0.5
MIL-PRF-23377	1.0 - 1.5
MIL-P-53022	1.0 - 1.5
MIL-PRF-22750	1.3 - 1.7
MIL-P-53030	1.0 - 1.5
MIL-C-46168	1.8 - 3.2
MIL-C-53039	1.8 - 3.2

\*May not be allowed per contract due to VOC and hexavalent chromium content.

(2) Scribe Tape Test (Adhesion). The removal of two or more complete squares of top coat, or top coat-primer-pretreatment coating, from either test unit constitutes test failure and the production lot from which it comes is rejected. Removal of overspray does not constitute test failure.

Notice: The scribe tape test is designed to detect any deficiency in the paint application process that would affect the durability of the CARC finish. Typical causes of failure are:

- (i) Inadequate cleaning of the substrate.
- (ii) Contamination of the surface between coatings.
- (iii) Excessive paint film thickness in a single coating application.
- (iv) Application of a coating over a previous coating which has not been adequately cured.

It is strongly recommended that the Contractor implement rigid in-process controls in conjunction with the best industrial painting practices to ensure that the performance requirements specified in this clause are met.

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[End of Clause]

32            52.213-4010            ADDITIONAL GENERAL CLAUSES            FEB/1997  
                  (TACOM)

The following three FAR clauses apply to this purchase order, in addition to the other clauses contained in, or cited in, the document:

(1) CHANGES-FIXED-PRICE            (AUG 1987)  
52.243-1

(i) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

- (A) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.
- (B) Method of shipment or packing.
- (C) Place of delivery.

(ii) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(iii) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(iv) If the Contractor's proposal includes the cost of property made, obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(v) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

[End of Clause]

(2) TERMINATION FOR CONVENIENCE OF THE GOVERNMENT            (APR 1984)  
52.249-1

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the rights, duties, and obligations of the parties, including compensation to the Contractor, shall be in accordance with Part 49 of the Federal Acquisition Regulation in effect on the date of this contract.

[End of Clause]

(3) DEFAULT--FIXED-PRICE SUPPLY AND SERVICE            (APR 1984)  
52.249-8

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, for failure of the Contractor to perform any of the provisions hereof. See referenced FAR cite for full provision.

[End of Clause]

33            52.215-4404            DATA AND COMMUNICATIONS SUBMITTED TO THE GOVERNMENT ELECTRONICALLY            MAY/2002  
                  (TACOM)

(a) The Government often employs contractors as system administrators to operate and maintain Government computer systems. These systems include local area networks, web sites, databases, other electronic records, e-mail accounts, other electronic data transfer mechanisms and computer software. The employees of these contracted system administrators sign nondisclosure agreements obligating them

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not to reveal information contained in files, documents, computers or systems that they administer. However, unless such information is protected in some way, contracted system administrators do have the ability to access such information.

(b) Potential contractors as well as any other parties are thus advised to take steps needed to prevent access by contracted system administrators to information submitted electronically to the Government. Absent such steps, it is assumed that contracted system administrators are permitted the capability to access the data. The access will be limited to that which is necessary for the contract system administrator to perform its duties for the Government. The access shall be subject to the condition that third party information is not to be revealed by the contracted system administrator.

[End of Clause]

34            52.227-4004            RELEASE OF INFORMATION            OCT/2003  
The contractor shall ensure that he complies with the requirements of Chapter 5, page 22, paragraph 5-48, of AR 360-1, The Army Public Affairs Program, dated 15 Oct 2000, prior to contemplated release of any procurement information. Approval of the Contracting Officer is required prior to release of any such information. AR 360-1 may be found at [http://www.usapa.army.mil/pdffiles/r360\\_1.pdf](http://www.usapa.army.mil/pdffiles/r360_1.pdf) .

[End of clause]

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35            52.246-4026            LOCAL ADDRESS FOR DD FORM 250            JAN/2002  
(TACOM)

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

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

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

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

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

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

[End of Clause]

36            52.247-4005            SHIPMENT OF SUPPLIES AND DETENTION OF CARRIER'S EQUIPMENT            AUG/2003  
(TACOM)

(a) Unless otherwise directed, shipment items under this contract in following order of priority:

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

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

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

(b) The Contractor will request:

(1) Government Bills of Lading and

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

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

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of the Contractor, except when the detention is required or caused by the Government.

[End of Clause]

37

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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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	CONTRACT65 DATA REQUIREMENTS LIST		003	

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Exhibit A

## CONTRACT DATA REQUIREMENTS LIST

Form Approval OMB No. 0704-0188

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

A. CONTRACT LINE ITEM NO.:	B. EXHIBIT:	C. CATEGORY:
D. SYSTEM/ITEM: MRV Weapons Mount	E. CONTRACT/PR NO.:	F. CONTRACTOR:

1. DATA ITEM NO.: A001		
2. TITLE OF DATA ITEM: MRV Weapons Mount Integration Instructions and Drawings		
3. SUBTITLE:		
4. AUTHORITY: Contractor format	5. CONTRACT REFERENCE: C.5	6. REQUIRING OFFICE: AMSTA-PM-LAV-M
7. DD 250 REQ: LT	8. APP CODE:	9. DIST. STATEMENT REQUIRED:
10. FREQUENCY: AS REQ	11. AS OF DATE:	
12. DATE OF FIRST SUBMISSION: SEE BLK 16		13. DATE OF SUBS. SUB: SEE BLK 16

14. DISTRIBUTION/ A. ADDRESSEES	B. COPIES	DRAFT / FINAL
*AMSTA-PM-LAV-B (Cheryl Oeder) (e-mail: oederc@tacom.army.mil)		
AMSTA-PM-LAV-M (Matthew Konedam) (e-mail: konedam@tacom.army.mil)		/ 1
	15. TOTAL	/ 1

16. Remarks: Contractor format is acceptable. E-mail submission is required. The total period of performance for this effort is 90 days from award of this purchase order. The requirements for this CDRL are (1) contractor drawings for the adapter (pre-production engineering drawings for Government development of a National Stock Number), (2) contractor-developed installation instructions and drawings/diagrams, and (3) detailed integration modifications for the MRVs.

\*Electronic letter of transmittal only to AMSTA-PM-LAV-B.

G. PREPARED BY: Cheryl Oeder	I. APPROVED BY: Matthew Konedam
H. DATE: 23 Aug 2004	J. DATE: 23 Aug 2004

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\*\*\* END OF NARRATIVE J 001 \*\*\*

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## CONTRACT DATA REQUIREMENTS LIST

Form Approval OMB No. 0704-0188

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

A. CONTRACT LINE ITEM NO.: B. EXHIBIT: C. CATEGORY:  
D. SYSTEM/ITEM: MRV Weapons Mount E. CONTRACT/PR NO.: F. CONTRACTOR:

1. DATA ITEM NO. A002  
2. TITLE OF DATA ITEM: Finite Element Analysis (FEA) of USMC Weapons Mount Adapter  
3. SUBTITLE:  
4. AUTHORITY: Contractor format 5. CONTRACT REFERENCE: C.5 6. REQUIRING OFFICE: AMSTA-PM-LAV-M  
7. DD 250 REQ: LT 8. APP CODE: 9. DIST. STATEMENT REQUIRED:  
10. FREQUENCY: AS REQ 11. AS OF DATE:  
12. DATE OF FIRST SUBMISSION: SEE BLK 16 13. DATE OF SUBS. SUB: AS REQ

14. DISTRIBUTION/ A. ADDRESSEES B. COPIES DRAFT / FINAL  
\*AMSTA-PM-LAV-B (Cheryl Oeder)  
(e-mail: oederc@tacom.army.mil)  
AMSTA-PM-LAV-M (Matthew Konedam)  
(e-mail: konedam@tacom.army.mil) / 1  
15. TOTAL: / 1

## 16. Remarks:

Contractor format is acceptable. E-mail submission is required. The total period of performance for this effort is 90 days from purchase order award. The FEA must be supplied within 30 days of the critical design review.

\*Electronic letter of transmittal only to AMSTA-PM-LAV-B.

G. PREPARED BY: Cheryl Oeder I. APPROVED BY: Matthew Konedam  
H. DATE: 23 Aug 2004 J. DATE: 23 Aug 2004  
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\*\*\* END OF NARRATIVE J 002 \*\*\*

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## CONTRACT DATA REQUIREMENTS LIST

Form Approval OMB No. 0704-0188

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

A. CONTRACT LINE ITEM NO.: B. EXHIBIT: C. CATEGORY:  
D. SYSTEM/ITEM: MRV Weapons Mount E. CONTRACT/PR NO.: F. CONTRACTOR:

1. DATA ITEM NO. A003  
2. TITLE OF DATA ITEM: Quality Assurance (QA) Program Manual or Plan  
3. SUBTITLE:  
4. AUTHORITY: Contractor format 5. CONTRACT REFERENCE: E.1 6. REQUIRING OFFICE: AMSTA-PM-LAV-M  
7. DD 250 REQ: LT 8. APP CODE: 9. DIST. STATEMENT REQUIRED:  
10. FREQUENCY: AS REQ 11. AS OF DATE:  
12. DATE OF FIRST SUBMISSION: 20 working days after award 13. DATE OF SUBS. SUB: AS REQ

14. DISTRIBUTION/ A. ADDRESSEES B. COPIES DRAFT / FINAL  
\*AMSTA-PM-LAV-B (Cheryl Oeder)  
(e-mail: oederc@tacom.army.mil)  
AMSTA-PM-LAV-M (Zack Lawrence)  
(e-mail: lawrencz@tacom.army.mil) 1 / 1  
15. TOTAL: 1 / 1

16. Remarks: Contractor format is acceptable. E-mail submission is required. Contractor shall submit its QA Program Manual or Plan within 20 working days of purchase order award for Government review and its final Manual or Plan within 20 working days after receipt of Government comment.

\*Electronic letter of transmittal only to AMSTA-PM-LAV-B.

G. PREPARED BY: Cheryl Oeder I. APPROVED BY: Zack Lawrence  
H. DATE: 31 Aug 2004 J. DATE: 31 Aug 2004

DD FORM 1423-E MAY 99

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\*\*\* END OF NARRATIVE J 003 \*\*\*