

**ORDER FOR SUPPLIES OR SERVICES**

|  |                                   |  |   |                            |
|--|-----------------------------------|--|---|----------------------------|
| <b>1. CONTRACT PURCH ORDER/AGREEMENT NO.</b><br>W56HZV-05-P-0012 | <b>2. DELIVERY ORDER/CALL NO.</b> | <b>3. DATE OF ORDER/CALL (YYYYMMDD)</b><br>2004OCT06 | <b>4. REQUISITION/PURCH REQUEST NO.</b><br>SEE SCHEDULE | <b>5. PRIORITY</b><br>DOA4 |
|--|-----------------------------------|--|---|----------------------------|

|   |             |        |  |             |        |  |
|---|-------------|--------|--|-------------|--------|--|
| <b>6. ISSUED BY</b><br>TACOM WARREN<br>AMSTA-AQ-ADBX<br>CATHERINE BASTIAN (586)574-6950<br>WARREN, MICHIGAN 48397-5000<br>EMAIL: BASTIANC@TACOM.ARMY.MIL<br>HTTP://CONTRACTING.TACOM.ARMY.MIL | <b>CODE</b> | W56HZV | <b>7. ADMINISTERED BY (if other than 6)</b><br>DCM TWIN CITIES<br>B.H. WHIPPLE FEDERAL BUILDING<br>ROOM 1150<br>1 FEDERAL DRIVE<br>FT. SNELLING MN 55111-4007<br>SCD: C PAS: NONE ADP PT: HQ0339 | <b>CODE</b> | S2401A | <b>8. DELIVERY FOB</b><br><input checked="" type="checkbox"/> DESTINATION<br><input type="checkbox"/> OTHER<br>(See Schedule if other) |
|---|-------------|--------|--|-------------|--------|--|

|  |             |       |                 |  |  |   |  |
|--|-------------|-------|-----------------|--|--|---|--|
| <b>9. CONTRACTOR</b><br>SPX CORPORATION<br>SPX CORP - KENT-MOORE/OTC DIVISIONS<br>655 EISENHOWER DRIVE<br>OWATONNA, MN. 55060-1100<br>TYPE BUSINESS: Other Small Business Performing in U.S. | <b>CODE</b> | 45225 | <b>FACILITY</b> |  | <b>10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD)</b><br>SEE SCHEDULE | <b>11. X IF BUSINESS IS</b><br><input checked="" type="checkbox"/> SMALL<br><input type="checkbox"/> SMALL<br>DISADVANTAGED<br><input type="checkbox"/> WOMAN-OWNED |  |
|  |             |       |                 | <b>12. DISCOUNT TERMS</b><br>Net 30 Days |  | <b>13. MAIL INVOICES TO THE ADDRESS IN BLOCK</b><br>See Block 15  |  |

|                                    |             |  |   |             |        |   |
|------------------------------------|-------------|--|---|-------------|--------|---|
| <b>14. SHIP TO</b><br>SEE SCHEDULE | <b>CODE</b> |  | <b>15. PAYMENT WILL BE MADE BY</b><br>DFAS - COLUMBUS CENTER<br>DFAS-CO/WEST ENTITLEMENT OPERATIONS<br>P.O. BOX 182381<br>COLUMBUS, OH 43218-2381 | <b>CODE</b> | HQ0339 | <b>MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2</b> |
|------------------------------------|-------------|--|---|-------------|--------|---|

|                          |                       |  |  |  |  |   |
|--------------------------|-----------------------|--|--|--|--|---|
| <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. |  |  |  |   |
|                          |                       | Reference your <input type="checkbox"/> Oral <input type="checkbox"/> Written Quotation W56HZV04Q1492, Dated 2004SEP23.                          |  |  |  |   |
|                          | <b>PURCHASE</b>       | X  | GARY BENOVICh 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><br>SEE SCHEDULE |
|--|

| 18. ITEM NO. | 19. SCHEDULE OF SUPPLIES/SERVICE  | 20. QUANTITY ORDERED/ ACCEPTED* | 21. UNIT | 22. UNIT PRICE | 23. AMOUNT |
|--------------|---|---------------------------------|----------|----------------|------------|
|              | SEE SCHEDULE<br>CONTRACT TYPE:<br>Firm-Fixed-Price<br><br>KIND OF CONTRACT:<br>Supply Contracts and Priced Orders |                                 |          |                |            |

|  |   |                        |             |
|--|---|------------------------|-------------|
| * 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><br>JAMES E. NELSON /SIGNED/<br>NELSONJ@TACOM.ARMY.MIL (586)574-5258<br>BY: CONTRACTING/ORDERING OFFICER | <b>25. TOTAL</b>       | \$66,312.00 |
|  |   | <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> |
|---|---------------------------|--|

|   |  |                             |  |
|---|--|-----------------------------|--|
| <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<br><input type="checkbox"/> FINAL | <b>32. PAID BY</b>          | <b>33. AMOUNT VERIFIED CORRECT FOR</b> |

|                            |                          |                    |                         |
|----------------------------|--------------------------|--------------------|-------------------------|
| <b>f. TELEPHONE NUMBER</b> | <b>g. E-MAIL ADDRESS</b> | <b>31. PAYMENT</b> | <b>34. CHECK NUMBER</b> |
|----------------------------|--------------------------|--------------------|-------------------------|

|  |   |   |                               |
|--|---|---|-------------------------------|
| <b>36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.</b> |   | <input type="checkbox"/> COMPLETE<br><input type="checkbox"/> PARTIAL<br><input type="checkbox"/> FINAL | <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> |
|------------------------|--------------------------------|-------------------------------------|-----------------------------|-------------------------------|----------------------------|

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 2 of 16**

PIIN/SIIN W56HZV-05-P-0012

MOD/AMD

**Name of Offeror or Contractor:** SPX CORPORATION

## SUPPLEMENTAL INFORMATION

## NOTES:

1. TO NOTE THAT UPON INSPECTION AND ACCEPTANCE OF MATERIAL PARTS - ALL REQUIRED PARTS SUPPLIED FOR THIS PROCUREMENT - WILL BE INSPECTED AND ACCEPTED BY LOCAL GOVERNMENT QAR FOR CORRECT QTY COUNT PER KIT, EXAMINED FOR CORRECT PART NUMBERS AND NSNs, PER PARTS LIST P/N 19207 57K3172, DTD 20 JUL 2004 - AS PREVIOUSLY PROVIDED AT TIME OF SOLICITATION.

2. TO MAKE AWARE THAT NOTICE OF REVISIONS (NORS) DATED 2004 JULY 16 EXIST FOR THIS PACKAGE AS THEY WERE PROVIDED UP-FRONT-AND-EARLY AT THE TIME OF RELEASE OF SUBJECT SOLICITATION ON 29 APR 2004.

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

| <u>Regulatory Cite</u>      | <u>Title</u>                                       | <u>Date</u> |
|-----------------------------|--|-------------|
| 1<br>52.204-4849<br>(TACOM) | ACCEPTANCE APPENDIX--SOLICITATION/CONTRACT NUMBERS | MAR/2000    |

(a) Purchase Order Number: W56HZV05P0012 is awarded to SPX CORP. The Government accepts your quote dated 23 SEP 20043- in response to Solicitation Number: W56HZV04Q1492, signed by GARY BENOVIICH, GOV'T SALES.

[end of clause]

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

(a) All TACOM solicitations and awards are distributed on the TACOM Warren Business Opportunities web page (<http://contracting.tacom.army.mil/opportunity.htm>) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web.

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

(c) You are required to submit your offer, bid, or quote electronically. Please go to the following webpage for detailed information about submitting your offer electronically: <http://contracting.tacom.army.mil/ebidnotice.htm>

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

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

[End of Clause]

|                           |  |                            |
|---------------------------|--|----------------------------|
| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b><br><b>PIIN/SIIN</b> W56HZV-05-P-0012 <b>MOD/AMD</b> | <b>Page</b> 3 <b>of</b> 16 |
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**Name of Offeror or Contractor:** SPX CORPORATION

|   |             |                              |          |
|---|-------------|------------------------------|----------|
| 3 | 52.217-4911 | NOTICE OF URGENT REQUIREMENT | NOV/2001 |
|   | (TACOM)     |                              |          |

TACOM considers this requirement to be urgent. Timely performance and delivery are essential. Deliveries ahead of schedule are encouraged whenever they can be offered without additional cost to the Government. The Contractor is requested to immediately contact the buyer or contracting officer identified on the cover page of this document to notify them of any pending or potential problems and/or suggestions for contract streamlining that would enable faster deliveries.

[End of Clause]

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W56HZV-05-P-0012 MOD/AMD

Name of Offeror or Contractor: SPX CORPORATION

| ITEM NO           | SUPPLIES/SERVICES   | QUANTITY        | UNIT            | UNIT PRICE      | AMOUNT        |                 |              |     |                |        |   |  |   |                   |                 |                 |     |    |             |    |    |                |              |
|-------------------|---|-----------------|-----------------|-----------------|---------------|-----------------|--------------|-----|----------------|--------|---|--|---|-------------------|-----------------|-----------------|-----|----|-------------|----|----|----------------|--------------|
| 0001              | SUPPLIES OR SERVICES AND PRICES/COSTS<br><br>NSN: 5180-01-369-1268<br>FSCM: 19207<br>PART NR: 57K3172<br>SECURITY CLASS: Unclassified   |                 |                 |                 |               |                 |              |     |                |        |   |  |   |                   |                 |                 |     |    |             |    |    |                |              |
| 0001AA            | <p><u>PRODUCTION QUANTITY</u></p> <p>CLIN CONTRACT TYPE:<br/>                     Firm-Fixed-Price<br/>                     NOUN: TOOL SET, ORGANIZATI<br/>                     PRON: EH4Y0904EH PRON AMD: 03 ACRN: AA<br/>                     AMS CD: 070011</p> <p><u>Description/Specs./Work Statement</u><br/>                     TOP DRAWING NR: TDP 57K3172<br/>                     DATE: 20-JUL-2004</p> <p><u>Packaging and Marking</u><br/>                     PACKAGING/PACKING/SPECIFICATIONS:<br/>                     SEE PACKAGING REQUIREMENTS SHEET<br/>                     INTERMEDIATE PACK: 001<br/>                     LEVEL PRESERVATION: Military<br/>                     LEVEL PACKING: B</p> <p>MARKING OF EXTERIOR PACK TO BE SHOWN IN ACCORDANCE<br/>                     WITH MILSTD 129.</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u><br/>                     INSPECTION: Origin ACCEPTANCE: Origin</p> <p>Inspection/Acceptance at origin means that you MUST<br/>                     contact the DCMC to arrange for a Government<br/>                     inspection BEFORE you ship the supplies called out<br/>                     in this order. Failure to have the items inspected<br/>                     and accepted will result in their rejection at the<br/>                     destination. The rejected supplies will be<br/>                     returned to you at your expense.</p> <p>(End of narrative E001)</p> <p><u>Deliveries or Performance</u><br/>                     DOC SUPPL<br/> <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>W56HZV4166U562</td> <td>W45G19</td> <td>J</td> <td></td> <td>1</td> </tr> </table> <table border="0"> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> </tr> <tr> <td>001</td> <td>18</td> <td>04-MAR-2005</td> </tr> </table> </p> | <u>REL CD</u>   | <u>MILSTRIP</u> | <u>ADDR</u>     | <u>SIG CD</u> | <u>MARK FOR</u> | <u>TP CD</u> | 001 | W56HZV4166U562 | W45G19 | J |  | 1 | <u>DEL REL CD</u> | <u>QUANTITY</u> | <u>DEL DATE</u> | 001 | 18 | 04-MAR-2005 | 18 | SE | \$ 3,684.00000 | \$ 66,312.00 |
| <u>REL CD</u>     | <u>MILSTRIP</u>   | <u>ADDR</u>     | <u>SIG CD</u>   | <u>MARK FOR</u> | <u>TP CD</u>  |                 |              |     |                |        |   |  |   |                   |                 |                 |     |    |             |    |    |                |              |
| 001               | W56HZV4166U562  | W45G19          | J               |                 | 1             |                 |              |     |                |        |   |  |   |                   |                 |                 |     |    |             |    |    |                |              |
| <u>DEL REL CD</u> | <u>QUANTITY</u>   | <u>DEL DATE</u> |                 |                 |               |                 |              |     |                |        |   |  |   |                   |                 |                 |     |    |             |    |    |                |              |
| 001               | 18  | 04-MAR-2005     |                 |                 |               |                 |              |     |                |        |   |  |   |                   |                 |                 |     |    |             |    |    |                |              |

CONTINUATION SHEET

Reference No. of Document Being Continued  
PIIN/SIIN W56HZV-05-P-0012 MOD/AMD

Name of Offeror or Contractor: SPX CORPORATION

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
|         | <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u><br/>(W45G19) XR W390 RED RIVER MUNITIONS CTR<br/>HIGHWAY 82 WEST CL V TPF<br/>GATE 44 BLDG 184<br/>TEXARKANA TX 75507-5000</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u><br/>W56HZV-05-P-0012/0000</p> |          |      |            |        |

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

**PIIN/SIIN** W56HZV-05-P-0012

**MOD/AMD**

**Name of Offeror or Contractor:** SPX CORPORATION

CONTRACT ADMINISTRATION DATA

| LINE   | PRON/<br>AMS CD/<br>ITEM | OBLG<br>ACRN | STAT | ACCOUNTING CLASSIFICATION | JOB<br>ORDER<br>NUMBER | ACCOUNTING<br>STATION | OBLIGATED<br>AMOUNT |
|--------|--------------------------|--------------|------|---------------------------|------------------------|-----------------------|---------------------|
| 0001AA | EH4Y0904EH<br>070011     | AA           | 2    | 97 X4930AC6D 6D           | 26FB S20113            | W56HZV \$             | 66,312.00           |
| TOTAL  |                          |              |      |                           |                        |                       | \$ 66,312.00        |

| SERVICE<br>NAME | TOTAL BY ACRN | ACCOUNTING CLASSIFICATION | JOB         | ACCOUNTING<br>STATION | OBLIGATED<br>AMOUNT |
|-----------------|---------------|---------------------------|-------------|-----------------------|---------------------|
| Army            | AA            | 97 X4930AC6D 6D           | 26FB S20113 | W56HZV \$             | 66,312.00           |
| TOTAL           |               |                           |             |                       | \$ 66,312.00        |

|   |  |                     |
|---|--|---------------------|
| <b>CONTINUATION SHEET</b>                             | <b>Reference No. of Document Being Continued</b> | <b>Page 7 of 16</b> |
|   | PIIN/SIIN W56HZV-05-P-0012<br>MOD/AMD            |                     |
| <b>Name of Offeror or Contractor:</b> SPX CORPORATION |  |                     |

CONTRACT CLAUSES

|   |                        |  |          |
|---|------------------------|--|----------|
| 4 | 52.211-5               | MATERIAL REQUIREMENTS  | AUG/2000 |
| 5 | 52.225-13              | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES  | JAN/2004 |
| 6 | 52.232-33              | PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION                                  | OCT/2003 |
| 7 | 52.246-2               | INSPECTION OF SUPPLIES--FIXED PRICE  | AUG/1996 |
| 8 | 252.211-7005           | SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS                                     | FEB/2003 |
| 9 | 52.204-4006<br>(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 Destination.

(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]

|    |                        |  |          |
|----|------------------------|--|----------|
| 10 | 52.211-4015<br>(TACOM) | CONFIGURATION CONTROL--ENGINEERING CHANGES | APR/2004 |
|----|------------------------|--|----------|

(a) DEFINITIONS:

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

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

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

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

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

(A) In deliverable end item quantities only;

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

(C) To the contract type only.

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

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

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MOD/AMD

**Name of Offeror or Contractor:** SPX CORPORATION

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

(1) Identify the two-digit Weapon System Code (WSC) on your submittal. The WSC for this procurement is P1.

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

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

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

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

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

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

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

(1) Send one copy of the ECP, VECP or RFD in electronic format to your ACO.

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

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

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

ECPs, VECPs, and RFDs. Email a copy of the contractor's request and ACO comments (DD Form 1998) to the engineer ([scholter@tacom.army.mil](mailto:scholter@tacom.army.mil)) and the buyer identified in block 7 of the solicitation cover sheet (SF 33), block 5 on the Standard Form 26, or block 6 on the DD Form 1155.

(f) Approval of ECPs, VECPs and RFDs.

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

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

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

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

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

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





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(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);

(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.

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(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 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]

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

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

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

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

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

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- (1) Microsoft\* 2002 Office Products (TACOM can currently read Office 2002\* and lower.): Word, Excel, Powerpoint, or Access
- (2) 100 or 250 MEGABYTE ZIP\*-DISK, 3 1/2 INCH DISK, or 650 MEGABYTE CD ROM
- (3) E-MAIL (Maximum size of each e-mail message is be three and one-half (3.5) megabytes).
- (4) Other electronic formats. Before submitting your data in any other electronic format, please e-mail the buyer

identified on the face of the contract, with e-mail copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the required data submission date.

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

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

[End of Clause]

18            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]

19            52.211-4010            ACQUISITION OF MAUFACTURER'S PART NUMBER: COMPONENTS            FEB/1995  
(TACOM)

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

[End of Clause]

20            52.211-4036            FORMAT OF THE TECHNICAL DATA PACKAGE            APR/2000  
(TACOM)

(a) The TDP for the contract item is available only in electronic format via the TACOM Contracting Webpage (contracting.tacom.army.mil). TACOM-Warren has discontinued its practice of providing hard copies (i.e. CD ROM) of technical data packages (TDPs). You must obtain a copy of the TDP for this solicitation via the TACOM Contracting Webpage. For those TDPs not available via the webpage, the TDP will be issued free of charge in CD-ROM format. The CD-ROM includes the necessary software to access, view, and print individual images that are included in the TDP. The CD-ROM can be read in any personal computer that includes a CD-ROM drive. If

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your company does not have a personal computer with a CD-ROM drive, you can take the CD-ROM disk to any of various commercial computing or copying/printing service, to have hard copies produced.

(b) TDPs available via the TACOM Contracting Webpage may be purchased in CD ROM format for a fee of \$4.60 each. Requests for CD ROMs and payment should be mailed to:

USATACOM  
AMSTA-CM-CDD (TDP Requests)  
Warren, MI 48397-5000

Make checks payable to the United States Treasury. Points of Contact for this initiative: Diane Woods at (586) 574-7061, and Gloria McCullough at (586) 574-7064.

[End of Provision]

21            52.211-4049            PART NUMBERS NOT CURRENTLY APPROVED            NOV/1983  
(TACOM)

As specified elsewhere in this solicitation, part or all of the contract item to be procured hereunder is restricted to certain approved manufacturer's part numbers as set forth in the Schedule and/or the Technical Data Package. Any firm that produces an item which it believes to be equivalent to one of these approved part numbers is hereby encouraged to have such item tested and approved, so that the item will be eligible to be bought on future acquisitions. Please write to the attention of the buyer at the address indicated on the cover page of this solicitation and request a statement of the procedures by which items can be tested and approved for procurement. Such an enquiry should cite the applicable National Stock Number (NSN), the already approved part number, the part number of the item which the enquirer believes to be identical to our approved item, and a brief statement of the basis on which the new item is believed to be equivalent to our already approved item.

[End of Provision]

22            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]

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|---|--|----------------------|
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(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]

23 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 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]

24 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://www.dtic.mil/whs/directives/infomgt/forms/forminfo/forminfo2126.html>

[End of Clause]

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|----------------------------------|--------------------------------------|-------------|----------------------------------|-----------------------|
| Attachment 001                   | TECHNICAL DATA PACKAGE 19207 57K3172 | 20-JUL-2004 |                                  |                       |