

DEPARTMENT OF THE ARMY
UNITED STATES ARMY TANK-AUTOMOTIVE AND ARMAMENTS COMMAND
WARREN, MICHIGAN 48397-5000

REPLY TO ATTENTION OF

AMSTA-LC-CJEB

Mr. Raymond Beebe, Vice President
Highland Engineering, Inc.
1153 Grand Oaks Blvd.
Howell, Michigan 48443

Dear Mr. Beebe:

This letter constitutes a Contract (DAAE07-02-C-T018) on the terms and conditions set forth herein signifies the intention of the U.S. Army Tank Automotive and Armaments Command to execute a formal fixed price type contract with you. The contract is for the delivery of the supplies and the performance of the services set forth in the contract, upon the terms and conditions therein stated, that are incorporated in and made a part of the contract.

You are directed to proceed immediately and to commence performance of work, and to pursue such work with all diligence to the end that the supplies may be delivered or the services performed within the time specified in the contract, or if no time is specified, at the earliest practicable date. You shall, in addition, obtain such approvals in respect of commitments hereunder as may be specified in the contract.

In accordance with the clause entitled "Contract Definitization" you shall submit a proposal to the Government for the item and services covered by this letter. Your proposal shall be supported by a cost breakdown reflecting the factors outlined in the suggested format attached, and such other information as may be specified herein. A certificate of current cost and pricing data shall be submitted upon agreement of contract price.

Please indicate your acceptance of the foregoing by signing this letter and returning it with all supporting documentation to TACOM, AMSTA-LC-CJEB, ATTN: Tod V. Miller

This letter contract is entered into pursuant to 10 U.S.C. 2304 (2) and the required justification and approval has been executed.

Tod V. Miller
Contracting Officer

EXECUTED AS OF THE DATE SHOWN BELOW:

For Highland Engineering, Inc.

SIGNATURE:

NAME:

TITLE:

DATE:

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

PIIN/SIIN DAAE07-02-C-T018

MOD/AMD

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REPRINT

Name of Offeror or Contractor: HIGHLAND ENGINEERING INC.

SECTION A - SUPPLEMENTAL INFORMATION

THE FOLLOWING MODIFICATIONS HAVE BEEN INCORPORATED

P00001

P00004

P00006

P00007

PZ0003

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-02-C-T018 MOD/AMD	Page 3 of 33 REPRINT
Name of Offeror or Contractor: HIGHLAND ENGINEERING INC.		

SECTION A - SUPPLEMENTAL INFORMATION

Regulatory Cite	Title	Date
A-1 52.204-4016 (TACOM)	TACOM-WARREN ELECTRONIC CONTRACTING	MAR/2001

(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.

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

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

[End of Clause]

PROGRAM: 600 GPH ROWPU

PRIOR AMOUNT OF CONTRACT: \$620,000

AMOUNT OF THIS ACTION: -0-

TOTAL CONTRACT AMOUNT: \$620,000

1. The purpose of this Modification P00001, is correct the number days for conducting the First Article Test (FAT)/Test Report under Clin 0002AA, and insert Clauses 52.209-3 (Alternates I & II) - FIRST ARTICLE APPROVAL CONTRACTOR and 52.209-4009 - AMOUNT AVAILABLE FOR PROGRESS PAYMENT BEFORE FIRST ARTICLE APPROVAL into the contract.

2. As a result of this modification:

a. Clin 0002AA is revised as follows:

FAT and FAT Test Report on the 1st unit ROWPU under Clin 0001AA shall be conducted in accordance with Section E, Clause 52.209-3 and Exhibit D. The FAT and Test Report shall be delivered no later than 120 days after contract award.

b. Clause 52.209-3 (Alternates I & II) - FIRST ARTICLE APPROVAL CONTRACTOR is hereby added to Section I of the contract.

c. Clause 52.209-4009 - AMOUNT AVAILABLE FOR PROGRESS PAYMENT BEFORE FIRST ARTICLE APPROVAL is hereby added

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-02-C-T018 MOD/AMD	Page 4 of 33 REPRINT
Name of Offeror or Contractor: HIGHLAND ENGINEERING INC.		

to Section G of the contract.

3. As a result of this modification the value of the contract is neither increased not decrease and all other contract terms and conditions remain in full force and effect.

*** END OF NARRATIVE A 002 ***

1. Modification PZ0003 is hereby incorporated into Contract DAAE07-02-C-T018 for the following purposes:

- a. Definitization of letter contract DAAE07-01-C-T018 as agreed upon by the parties.
- b. Correct Section E, Clause Special Testing Requirements for Chemical Agent Resistance Coatings (CARC) on Metallic Surfaces.
- c. Delete Section E Clause Chemical Agent Resistance Coating (CARC) on Wood Components.
- d. Change CLIN 0002AA From: Inspection/Acceptance Origin To: Inspection/Acceptance Destination.
- e. Change CLIN 0002AA delivery date From: 120 days after contract award To: 135 days after contract award.
- f. Incorporate four ECP's.

2. Items on Contract DAAE07-02-C-T018 are hereby definitized at the following contract amounts:

- a.

Items	Amount	
CLIN 0001AA,	\$1,215,000	
CLIN 0002AA,	\$ 12,359	
CLIN 0003AA	\$ 9,611	
- b. CLIN 0001AA, 9 ea., Skid Mounted 600 GPH ROWPU, is hereby increased by \$607,500 from \$607,500 to \$1,215,000.
- c. CLIN 0002AA, First Article Testing (ROWPU), is hereby increased by \$4,859 from \$7,500 to \$12,359.
- d. CLIN 0002AA, First Article Testing (ROWPU), is changed From: The FAT and Test Report shall be delivered no later than 120 days after contract award To: The FAT and Test Report shall be delivered no later than 135 days after contract award.
- e. CLIN 0003AA, Data Requirements/CDRLs, is hereby increased by \$4,611 from \$5,000 to \$9,611.
- f. Costs for First Article Test Report are included in the cost of CLIN 0002AA as a result of this definitization.

3. Correct Section E, Clause Special Testing Requirements for Chemical Agent Resistance Coatings (CARC) on Metallic Surface (b) inspection changed From: two units per lot To: one unit per lot. A lot is changed From: all units submitted for final Government acceptance at one time To: nine units. The words "At final inspection" is changed To: "During first article testing" in the fourth sentence. Curing time at ambient temperature requirement is deleted.

- 4. Delete Clause in Section E, Chemical Agent Resistant Coating (CARC) on Wood Components.
- 5. Change CLIN 0002AA from: Inspection/Acceptance Origin to: Inspection/Acceptance Destination.
- 6. Incorporate the following Engineering Change Proposals (ECP) at no additional cost to the contract:

- a. ECP 0214-1, adds Highland Engineering Part Number R0781 as an approved source of nomenclature: Pump, Diaphragm, Chemical Feed, part number.
- b. ECP 0214-2, adds alternate fabric callout of vinyl or neoprene coated nylon cloth for nomenclature: Cover Raw Water Pump, part number 13222E5255.
- c. ECP 0214-3, adds alternate fabric callout of vinyl or neoprene coated nylon for for nomenclature: Cover Distribution Pump, part number 13222E5268.
- d. ECP 0214-4, adds alternate fabric callout of vinyl or neoprene coated nylon cloth for nomenclature: Cover Backwash Pump, part number 13222E5269.

7. Contract DAAE07-02-C-T018 is hereby increased by \$616,970 from \$620,000 to \$1,236,970.

8. Modification P00002 will not used and is for administrative purposes only.

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Name of Offeror or Contractor: HIGHLAND ENGINEERING INC.		

9. In consideration for this Modification PZ0003, the contractor hereby acknowledges that any and all claims for equitable adjustment with respect to this modification are hereby fully satisfied and discharged.

10. All other terms and conditions, unless specifically changed by this Modification PZ0003 under Contract DAAE07-02-C-T018 remain unchanged.

*** END OF NARRATIVE A 004 ***

PROGRAM: 600 GPH Reverse Osmosis Water Purification Unit (ROWPU)

PRIOR AMOUNT OF CONTRACT: \$1,236,970.00

AMOUNT OF THIS ACTION: 540,000.00

CUMULATIVE CONTRACT FUNDED AMOUNT: \$1,776,970.00

1. The purpose of this Modification P00004, a supplemental agreement, is for the procurement of an additional four (4) Skid Mounted ROWPU units in support of Operation Enduring Freedom.

2. As a result of this modification CLIN 0001AB is hereby established to fund the additional 4 ROWPUs and incorporate delivery requirements.

3. This modification shall also incorporate the ECPs listed below at no cost under Section C and make the administrative changes listed below under Section H.

a. Under Section C, paragraph C.5 is revised as follows:

In addition to the requirements specified elsewhere in this contract, the contractor shall incorporate and deliver with each ROWPU unit the following ECPs:

- (1) ECP Number 0214-1, adds Highland Engineering Part Number R0781 as an approved source of Nomenclature: Pump, Diaphragm, Chemical Feed.
- (2) ECP Number 0214-02, adds alternate fabric call out of vinyl or neoprene coated nylon cloth for nomenclature: Cover, Raw Water Pump, part number 13222E5255.
- (3) ECP Number 0214-3, adds alternate fabric call out of vinyl or neoprene coated nylon cloth for nomenclature: Cover, Distribution Pump, part number 13222E5268.
- (4) ECP Number 0214-4, adds alternate fabric callout of vinyl or neoprene coated nylon cloth for Nomenclature: Cover, Backwash Pump, part number 13222E5269.

b. Under Section H, paragraphs H-13 to H-16 is revised as follows:

- (1) Paragraph H-13, Clause 52.216-23, Execution and Commencement of Work is deleted.
- (2) Paragraph H-14, Clause 52.216-24, Limitation of Government Liability is deleted.
- (3) Paragraph H-15, Clause 52.216-25, Contract Definitization is deleted.
- (4) Paragraph H-16, Clause 252.217-7027, Price Ceiling is deleted.
- (5) Paragraph H-16 entitled "Representations, Certifications, and Other Statements of Offeror" is added.

4. As a result of this modification the value of the contract is hereby increased by \$540,000 from \$1,236,970.00 to \$1,776,970.00 and all other contract terms and conditions remain in full force and effect.

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*** END OF NARRATIVE A 005 ***

PROGRAM: 600 GPH Reverse Osmosis Water Purification Unit (ROWPU)

PRIOR AMOUNT OF CONTRACT: \$1,776,970.00

AMOUNT OF THIS ACTION: \$5,405,400.00

CUMULATIVE CONTRACT FUNDED AMOUNT: \$7,182,370.00

1. The purpose of this Modification P00006, a supplemental agreement, is for the procurement of an additional forty-two (42) Skid Mounted 600 GPH Type II ROWPU units in support of Operation Enduring Freedom.
2. As a result of this modification CLIN 0001AC is hereby established to fund the additional 42 600 GPH Type II ROWPUs and incorporate delivery requirements.
3. As a result of this modification the value of the contract is hereby increased by \$5,405,400.000 from \$1,776,970.00 to \$7,182,370.00 and all other contract terms and conditions remain in full force and effect.
4. As a result modification P00006, modification P00005 will not be issued.

*** END OF NARRATIVE A 006 ***

PROGRAM: 600 GPH Reverse Osmosis Water Purification Unit (ROWPU)

PRIOR AMOUNT OF CONTRACT: \$7,182,370.00

AMOUNT OF THIS ACTION: \$0.00

CUMULATIVE CONTRACT FUNDED AMOUNT: \$7,182,370.00

1. The purpose of this modification is to incorporate shipping instructions for the four (4) ROWPU units under clin 0001AB.
2. All other terms and conditions remain unchanged and in full effect.

*** END OF NARRATIVE A 007 ***

Name of Offeror or Contractor: HIGHLAND ENGINEERING INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																								
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS																												
0001	NSN: 4610-01-420-7546 FSCM: 0AK83 PART NR: 9518-2 SECURITY CLASS: Unclassified																												
0001AA	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: SKID MOUNTED 600 GPG ROWPU(9) PRON: U126G113EH PRON AMD: 02 ACRN: AA CUSTOMER ORDER NO: FD20600272684M</p> <p>The Skid Mounted 600 ROWPU shall be manufactured in accordance with Section C.</p> <p>(End of narrative B002)</p> <p>The unit price of \$135,000 represents the definitized price of subCLIN 0001AB agreed upon by the parties. The previous ceiling price for this subCLIN in no longer applicable.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p>The ROWPU shall be Packaged and Marked in accordance with Section D.</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <p>DOC SUPPL</p> <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>002</td> <td>FE483520640328</td> <td>FE4835</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>1</td> <td>05-SEP-2002</td> </tr> <tr> <td>002</td> <td>3</td> <td>05-OCT-2002</td> </tr> <tr> <td>003</td> <td>2</td> <td>04-NOV-2002</td> </tr> </table> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u> (FE4835) FE4835 WRM PREPOSITION PROG CML PHN 968-262036 OR 466402</p>	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	002	FE483520640328	FE4835	J		1	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>	001	1	05-SEP-2002	002	3	05-OCT-2002	003	2	04-NOV-2002	9	EA	\$ 135,000.00000	\$ 1,215,000.00
<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>																								
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002	3	05-OCT-2002																											
003	2	04-NOV-2002																											

Name of Offeror or Contractor: HIGHLAND ENGINEERING INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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Name of Offeror or Contractor: HIGHLAND ENGINEERING INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: 4EA SKID MOUNTED ROWPU 600GPH PRON: U126G380EH PRON AMD: 02 ACRN: AB CUSTOMER ORDER NO: FD20600272684M</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W56HZV22942380 FE4802 J 1 <u>DEL REL CD QUANTITY DEL DATE</u> 001 4 30-APR-2003</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (FE4802) FE4802 49 MMSS LGSPAR CML 505-572-3006 BLDG 902 1273 BEAR PATH RD RM 109 HOLLOMAN AFB NM 88330-7901</p> <p>NSN: 4610-01-420-7546</p> <p>(End of narrative A001)</p>	4	EA	\$ 135,000.00000	\$ 540,000.00
0001AC	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: 42EA 600 GPH ROWPU SKID MTD PRON: U136G0082T PRON AMD: 01 ACRN: AC CUSTOMER ORDER NO: FD20600371428M</p> <p>The Skid Mounted 600 ROWPU shall be manufactured in accordance with Section C.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p>The ROWPU shall be Packaged and Marked in accordance with Section D.</p> <p>(End of narrative D001)</p>	42	EA	\$ 128,700.00000	\$ 5,405,400.00

Name of Offeror or Contractor: HIGHLAND ENGINEERING INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT								
	(End of narrative B002)												
	<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>002</td> <td>0</td> <td>21-AUG-2002</td> </tr> </table> <p style="margin-left: 100px;">\$ 12,359.00</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	002	0	21-AUG-2002			
DLVR SCH		PERF COMPL											
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>											
002	0	21-AUG-2002											

Name of Offeror or Contractor: HIGHLAND ENGINEERING INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																		
0003	SECURITY CLASS: Unclassified																						
0003AA	<p><u>SERVICES LINE ITEM</u></p> <p>NOUN: DATA REQUIREMENTS/CDRLS PRON: U126G115EH PRON AMD: 01 ACRN: AA CUSTOMER ORDER NO: FD20600272684M</p> <p>CONTRACT DATA REQUIREMENTS LIST (CDRL) as described in Section C and set forth in Section J on CDRL DD Form 1423.</p> <p>A001 - Engineering Change Proposal CDRL and DDD as identified on Exhibit A.</p> <p>A002 - Request for Deviation CDRL and DDD as identified on Exhibit B.</p> <p>A003 - Notice of Revision CDRL and DDD as identified on Exhibit C.</p> <p>(End of narrative B002)</p> <p>The price of \$9,611 represents the definitized price of subCLIN 0003AA agreed upon by the parties. The previous ceiling price for this subCLIN is no longer applicable.</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0" data-bbox="264 1661 760 1734"> <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></td> </tr> </table> <table border="0" data-bbox="264 1793 824 1869"> <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>002</td> <td>3</td> <td>IAW CDRL A001-A003</td> </tr> </table> <p>\$ 9,611.00</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0		DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	002	3	IAW CDRL A001-A003	3	EA		\$ 9,611.00
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Name of Offeror or Contractor: HIGHLAND ENGINEERING INC.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

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

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

(b) Tailoring language to eliminate the authorization or requirement to use Class I Ozone-Depleting Substances (CIODS) is hereby incorporated into this contract by reference. Packaging Specifications MIL-L-61002 and MIL-STD-129, where they apply, are affected by this tailoring language. Other specifications and standards affected are: -1-.

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

[End of Clause]

C-2	52.211-4010 (TACOM)	ACQUISITION OF SOURCE-CONTROLLED PART NUMBER ALT I	FEB/1998
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Acquisition under this contract is restricted to:

(1) The manufacturer's part number or numbers set forth in the Schedule or the Technical Data Package; and

(2) Other manufacturer's part numbers that are physically, functionally, and mechanically interchangeable with the manufacturer's part number(s) listed in the Technical Data Package; provided (i) that these nonlisted part numbers have been furnished to one of the approved manufacturers listed in the Technical Data Package, which firm has then, without making any changes in the characteristics or properties of the part, redesignated that part with one of the approved part numbers; and (ii) that firms tendering a nonlisted part number as described in this paragraph (2). have executed the provision entitled REPRESENTATION OF INTENT TO SUPPLY A SOURCE-CONTROLLED ITEM in Section K herein.

[End of Clause]

C-3	52.211-4018 (TACOM)	ACQUISITION OF MANUFACTURER'S PART NUMBER	MAY/1996
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This acquisition is restricted to the item description set forth in the Schedule which specifies a manufacturer's part number. Since complete Government data for the item are not available, it is understood and agreed that references to specifications and drawings herein shall be deemed to include all changes or revisions thereto which the contractor has made effective as of the date of delivery of any of the items provided for in this contract; provided, that no such change or revision which affects the interchangeability of the item (ability to be interchanged with previous parts or to connect with all mating parts when assembled) shall be effected without the approval of the Principal Contracting Officer. The contractor agrees that he will furnish to the Administrative Contracting Officer or Government Inspector, for the purpose of making inspection under any resulting contract, copies of the applicable specifications and drawings indicating all changes or revisions.

[End of Clause]

C.4 System Description
600 REVERSE OSMOSIS WATER PURIFICATION SYSTEM (ROWPU)

C.4.1 The contractor shall manufacture the 600 GPH Skid Mounted ROWPU in accordance with the Technical Data Package: 600 ROWPU 97403, dated 2/09/00. The Color shall be Desert Tan 686A, Color Number 33446 IAW FED-STD 595.

C.4.2 The contractor shall furnish all supplies and services that are necessary to accomplish this contract for the items set forth in Section B or elsewhere in the contract. The contractor shall supply all design hardware necessary to satisfy the requirements of this scope of work and the Technical Data Package referenced in paragraph C.4.1.

* C.5 In addition to the requirements specified elsewhere in this contract, the contractor shall incorporate and deliver with each

Name of Offeror or Contractor: HIGHLAND ENGINEERING INC.

ROWPU unit the following ECPs:

(1) ECP Number 0214-1, adds Highland Engineering Part Number R0781 as an approved source of Nomenclature: Pump, Diaphragm, Chemical Feed.

(2) ECP Number 0214-02, adds alternate fabric callout of vinyl or neoprene coated nylon cloth for nomenclature: Cover, Raw Water Pump, part number 13222E5255.

(3) ECP Number 0214-3, adds alternate fabric callout of vinyl or neoprene coated nylon cloth for nomenclature: Cover, Distribution Pump, part number 13222E5268.

(4) ECP Number 0214-4, adds alternate fabric callout of vinyl or neoprene coated nylon cloth for Nomenclature: Cover, Backwash Pump, part number 13222E5269.

CONFIGURATION MANAGEMENT REQUIREMENTS

C.6.1 The Contractor shall maintain a configuration management (CM) process for the control of all hardware and software configuration documentation, media and parts representing or comprising the 600 GPH ROWPU. The Contractor's CM process shall consist of configuration identification, and configuration control. The Contractor shall designate a CM representative to serve as a primary point of contact to the Government for all CM matters. The CM process shall be documented in the program management process available for Government review. A Government CM plan will be provided to the Contractor, at the start of work meeting, for information regarding the configuration control board process, to include ECP disposition times, primary points of contact, and other relevant CM information.

C.6.2 Configuration Control. The Contractor shall implement configuration control methods and procedures which maintain the integrity and traceability of the established product baseline. Changes to established baselines shall only be made after Government approval of Engineering Change Proposals (ECP) and Request for Deviation (RFD) IAW the requirements listed in C.6.2.1, C.6.2.2 and C.6.2.3. Sufficient supporting data to evaluate the proposed change, such as drawings, supplemental drawings, sketches, specifications, or manufacturer's data sheets, shall be submitted with ECP's and RFD's. Changes shall be identified to the affected assembly serial number, or if not part of an assembly, to the affected equipment serial number.

C.6.2.1 (CDRL A001) Engineering Change Proposal. Engineering Change Proposals (ECPs) shall be prepared by the Contractor IAW EXHIBIT A- Data Delivery Description-Engineering Change Proposal and Data Item Description (DID) DI-CMAN-80639C. All Class I ECPs shall require government approval prior to implementation. All Class II ECPs do not require prior approval but the Contractor shall notify the Contracting Officer, by means of an ECP, not less than 60 days prior to implementing any configuration changes. ECPs shall be delivered in accordance with CDRL A001.

C.6.2.2 (CDRL A002) Request for Deviation. The Contractor shall prepare Request for Deviation (RFD) from current approved configuration documentation IAW EXHIBIT B - Data Delivery Description- Request For Deviation) and DID DI-CMAN-80640C. Authorized deviations are a temporary departure from the requirements and do not constitute a change in an approved baseline. Where it is determined that a change should be permanent, the Contractor shall submit an ECP IAW C.6.2.1. RFDs shall be delivered in accordance with CDRL A002.

C.6.2.3 (CDRL A003) Notice of Revision. The Contractor shall generate and submit Notice of Revision (NOR) concurrently with Engineering Change Proposal (ECPs) when technical documentation requires changes following approval of an ECP. The NOR shall be prepared IAW EXHIBIT C - Data Delivery Description - Notice of Revision (NOR and DID DI-CMAN-80642C. NORs shall be delivered in accordance with CDRL A003.

* Revised by Modification P00004.

*** END OF NARRATIVE C 001 ***

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SECTION D - PACKAGING AND MARKING

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
D-1	52.211-4113 (TACOM)	BAR CODE MARKING	SEP/2000

(a) Bar code markings are required on all containers and loose or unpacked items as specified in MIL-STD-129N, paragraph 4.2.3. The bar code symbology shall comply with AIM BC 1. The following shall be bar coded:

(1) National Stock Number (NSN)/ NATO stock number shall be bar coded on all unit packs and intermediate containers.

(2) The exterior container shall be bar coded with the NSN/NATO stock number and the contract or purchase order number(including the call number).

(3) Items that are serial numbered shall have the serial number bar coded.

(4) Exterior boxes and crates 10 cubic feet and over shall be bar coded on one end of the container as well as on the identification marked side.

(5) Contractor or vendor-originated shipments destined for outside continental United States(OCONUS) and shipped through the Defense Transportation System(DTS)(transshipment) shall comply with the address marking instructions in DoD 4500.32-R, Volume I, which requires the address markings to be placed on a bar coded DD Form 1387. For these shipments, bar code labels may be affixed to the DD Form 1387 as an alternative to direct bar coding of the DD Form 1387. Destinations such as Hawaii, Alaska, Puerto Rico, Canada, and Mexico are considered OCONUS sites and require bar coded DD Form 1387 address labels, see MIL-STD-129, paragraph 4.3.

(b) Information and illustrations on bar code markings are contained in MIL-STD-129N and in MIL-HDBK-129.

[End of Clause]

D-2	52.247-4004 (TACOM)	MARKING REQUIREMENTS FOR EXPORT SHIPMENTS	JAN/1991
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Notwithstanding other requirements in this contract with respect to marking of shipments, all shipments moving through air or water terminals to destinations outside the U.S.A. will be marked in accordance with the requirements of DOD 4500.32-R, Military Standard Transportation and Movement Procedures (MILSTAMP), and MIL-STD-129, Military Standard Marking for Shipment and Storage. The Contractor agrees to use Government-supplied DD Forms 1387 (Military Shipment Labels) or DD Forms 1387-1 (Military Shipping Tags) for such shipments, as appropriate per the guidance in MIL-STD-129, and agrees to comply with shipping and marking instructions issued by the Administrative Contracting Officer (ACO). The proper marking of export shipments as discussed herein must be accomplished in conjunction with the requirements of FAR 52.247-52, CLEARANCE AND DOCUMENTATION REQUIREMENTS--SHIPMENTS TO DOD AIR OR WATER TERMINAL TRANSSHIPMENT POINTS, which is referenced in Section D of this contract.

[End of Clause]

D-3	52.247-4016 (TACOM)	HEAT TREATMENT AND MARKING OF WOOD PACKAGING MATERIALS	JUL/2002
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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]

D-4 Military Packaging and Marking

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The 600 GPH ROWPUs shall have Standard Military Packaging and Marking Level C/C.

*** END OF NARRATIVE D 001 ***

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Name of Offeror or Contractor: HIGHLAND ENGINEERING INC.

SECTION E - INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-1	CONTRACTOR INSPECTION REQUIREMENTS	APR/1984
E-2	52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
E-3	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-4	52.211-4030 (TACOM)	BASIC APPLICATION AND TESTING REQUIREMENTS FOR CHEMICAL AGENT RESISTANT COATINGS (CARC) ON METALLIC SURFACES	JAN/2003

- 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 one unit 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 nine units. The use of test panels in lieu of actual production units is prohibited. During first article testing, 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.

(e) Test Methods:

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

Name of Offeror or Contractor: HIGHLAND ENGINEERING INC.

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.

[End of Clause]

E-5 52.246-4028 INSPECTION POINT: ORIGIN FEB/1994
(TACOM)

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

CONTRACTOR'S PLANT: _____
(Name)

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

SUBCONTRACTOR'S PLANT: _____
(Name)

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

[End of Clause]

E-6 52.246-4029 ACCEPTANCE POINT: ORIGIN
(TACOM)

OCT/2002

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

[End of Clause]

E-8 600 ROWPU First Article Production Unit Test

The initial Production First Article Unit Test shall be subjected to two (2) forty (40) hour tests. The ROWPU shall be set up and operated per U.S. Army TM10-4610-241-10 and U.S. Air Force TO 4W04-13-41 standards for the duration of the test. All chemical feed cans shall be filled accordingly, and the chemical feed pumps shall be operating. During the course of testing periodic sampling of water potability using the 600 ROWPU's test set shall be performed with the results recorded. The test shall be conducted in such a manner that a minimum of 5 backwash cycles will be completed per 40 -hour test. At the conclusion of the tests the unit will be flushed, cleaned and returned to a "like new" condition (condition code A) for shipment.

Test Procedures: The first test shall be run in 10 hour segments with a two (2) hour shut-down for maintenance and water sampling. The duration of test shall be a total of 40 hours running with eight (8) hour shut-down.

The second test shall consist of running the unit during a normal workday of eight (8) hours for a total of 40 hours (five (5) days).

Test Conditions:

ENVIRONMENT: Standard Ambient Conditions

EQUIPMENT: All equipment will be standard equipment over-Packed with the unit.
3000 Gallon Onion tanks and Generator will not be used.

DURATION: 80 Operational Hours

FEEDWATER: Artificial Seawater (ASTM D1141 Modified) with a TDS of approximately 32000
PPMACCEPTANCE CRITERIA: The unit shall complete all tests satisfactorily. The normal water
minimum water production rate of 600 GPH shall be maintained for the
standard duty cycle.PRODUCTION ACCEPTANCE: Production acceptance shall be performed in accordance with
the testing and inspection check-list as identified on EXHIBIT

D.

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*** END OF NARRATIVE E 001 ***

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SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-2	52.247-29	F.O.B. ORIGIN	JUN/1988
F-3	52.247-52	CLEARANCE AND DOCUMENTATION REQUIREMENTS--SHIPMENTS TO DOD AIR OR WATER TERMINAL TRANSSHIPMENT POINTS	APR/1984
F-4	52.242-4022 (TACOM)	DELIVERY SCHEDULE	MAY/2000

(a) DEFINITIONS:(1) CLIN means Contract Line Item Number, and refers to the contract items listed in Section B of this document.(2) DAYS means the number of days after the date of contract award when you must deliver the stated quantity (QTY) of supplies.(3) DELIVERY is defined as follows:(i) FOB Origin - Contractor is required to deliver its shipment as provided in FAR 52.247-29(a)(1)-(4) by the time specified in the individual contract; or(ii) FOB Destination - Contractor is required to deliver its shipment as provided in FAR 52.247-34(a)(1)-(2) by the time specified in the individual contract. The contractor must take into consideration the length of time necessary to deliver its shipment to the destination designated in the contract, to ensure that the item reaches its destination by the time reflected in the contract.

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

<u>CLIN</u>	<u>DAYS</u>	<u>QUANTITY</u>

-1-

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

(d) You can accelerate delivery: -3-

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

(f) CONTRACTOR'S PROPOSED SCHEDULE:

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

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

[End of Clause]

F-5	52.211-16	VARIATION IN QUANTITY	APR/1984
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(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

 ZERO percent increase; and ZERO percent decrease.

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(c) This increase or decrease shall apply to THE TOTAL CONTRACTUAL QUANTITY.

[End of Clause]

F-6 52.247-4017 DEPOT ADDRESS FOR THE APPLICABLE MODE OF SHIPMENTS: IN-THE-CLEAR JAN/2001
(TACOM) ADDRESSES

Rail/ Motor SPLC*	MILSTRIP Address Code	Rail Ship To:	Motor Ship To:	Parcel Post Mail To:
206721/ 209405	W25G1U	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA 17070-5001
875670/ 875675	W62G2T	Transportation Officer XU Def Dist Depot San Joaquin 25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000	Transportation Officer XU Def Dist Depot San Joaquin 25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000	Transportation Officer Dist Depot San Joaquin P O Box 96001 Stockton, CA 95296-0130
471995/ 471996	W31G1Z	Transportation Officer Anniston Army Depot, Bynum, AL	Transportation Officer Anniston Army Depot, Bynum, AL	Transportation Officer Anniston Army Depot, Anniston, AL 36201-5021
209741/ 209770	W25G1R	Transportation Officer Letterkenny Army Depot, Culbertson, PA	Transportation Officer Letterkenny Army Depot, Chambersburg, PA	Transportation Officer Letterkenny Army Depot, Chambersburg, PA 17201-4150
661136/ 661157	W45G19	Transportation Officer Red River Army Depot, Defense, TX	Transportation Officer Red River Army Depot, Texarkana, TX	Transportation Officer Red River Army Depot, Texarkana, TX 75507-5000
764538/ 764535	W67G23	Transportation Officer Tooele Army Depot, Warner, UT	Transportation Officer Tooele Army Depot, Tooele, UT	Transportation Officer Tooele Army Depot, Tooele, UT 84074-5003

***SPLC indicates Standard Point Locator Code.

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

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

- New Cumberland Army Depot
- Red River Army Depot
- Sharpe Army Depot

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

[End of Clause]

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SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/	OBLG						JOB	ACCOUNTING		OBLIGATED
ITEM	AMS CD	ACRN	STAT	ACCOUNTING CLASSIFICATION				ORDER	STATION	AMOUNT	
							NUMBER				
0001AA	U126G113EH	AA	1	57	243080000017236E884542E00012000000LES000F0330L			672300	\$	1,215,000.00	
0001AB	U126G380EH	AB	2	97	XX08330200C2147E80401000E012000000845420F0330L			672300	\$	540,000.00	
0001AC	U136G0082T	AC	2	57	353080000017336E884542E0001200000000000672300			F0330L	\$	5,405,400.00	
0002AA	U126G114EH	AA	1	57	243080000017236E884542E00012000000LES000F0330L			672300	\$	12,359.00	
0003AA	U126G115EH	AA	1	57	243080000017236E884542E00012000000LES000F0330L			672300	\$	9,611.00	
									TOTAL	\$	7,182,370.00

SERVICE	TOTAL BY ACRN		ACCOUNTING CLASSIFICATION				ACCOUNTING	OBLIGATED			
NAME							STATION		AMOUNT		
Air Force	AA	57	243080000017236E884542E00012000000LES000F0330L			672300	\$	1,236,970.00			
Air Force	AB	97	XX08330200C2147E80401000E012000000845420F0330L			672300	\$	540,000.00			
Air Force	AC	57	353080000017336E884542E0001200000000000672300			F0330L	\$	5,405,400.00			
									TOTAL	\$	7,182,370.00

Regulatory Cite	Title	Date
G-1 52.209-4009 (TACOM)	AMOUNT AVAILABLE FOR PROGRESS PAYMENTS BEFORE FIRST ARTICLE APPROVAL	SEP/1987

Until the Government issues final approval of the results of first article testing, as required elsewhere in this contract, the total cost pool against which progress payments may be calculated and invoiced shall consist of the amount, if any, indicated for CLINs 0001AA, 0002AA and 0003AA.

[End of Clause]

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	52.232-16	PROGRESS PAYMENTS (ALTERNATE I dated Mar 2000)	DEC/2002
H-2	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
H-3	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	MAR/1998
H-4	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/1991
H-5	252.225-7009	DUTY-FREE-ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	AUG/2000
H-6	252.227-7036	DECLARATION OF TECHNICAL DATA CONFORMITY	JAN/1997
H-7	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999
H-8	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
H-9	252.232-7004	DOD PROGRESS PAYMENT RATES	OCT/2001
H-10	252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	DEC/2000
H-11	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
H-12	252.246-7001	WARRANTY OF DATA	DEC/1991
H-13	252.243-7000	ENGINEERING CHANGE PROPOSALS	SEP/1999

(a) The Contracting Officer may ask the Contractor to prepare engineering change proposals for engineering changes within the scope of this contract. Upon receipt of a written request from the Contracting Officer, the Contractor shall prepare and submit an engineering change proposal in accordance with the instructions of MIL-STD-973, in effect on the date of contract award.

(b) The Contractor may initiate engineering change proposals. Contractor initiated engineering change proposals shall include a "not to exceed" price or a "not less than" price and delivery adjustment. If the Contracting Officer orders the engineering change, the increase shall not exceed nor the decrease be less than the "not to exceed" or "not less than" amounts.

(c) When the price of the engineering change is \$500,000 or more, the Contractor shall submit-

(1) A contract pricing proposal using the format in Table 15-2, Section 15.408, of the Federal Acquisition Regulation; and

(2) At the time of agreement on price, or on another date agreed upon between the parties, a signed Certificate of Current Cost or Pricing Data.

[End of Clause]

H-14	52.204-4005 (TACOM)	REQUIRED USE OF ELECTRONIC CONTRACTING	DEC/2002
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(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions and clauses appear "by reference," meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr2000.com>. (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

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

Warren: http://contracting.tacom.army.mil/awards_official.htm
Rock Island: <http://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

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SECTION I - CONTRACT CLAUSES

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

[End of Clause]

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	DEC/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/1997
I-9	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-11	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-12	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-13	52.215-2	AUDIT AND RECORDS - NEGOTIATIONS	JUN/1999
I-14	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-15	52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT/1997
I-16	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-17	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JAN/2002
I-18	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	JAN/1999
I-19	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-20	52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION	SEP/2000
I-21	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	SEP/2002
I-22	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-23	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-24	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-25	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	DEC/2001
I-26	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-27	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-28	52.223-6	DRUG FREE WORKPLACE	MAY/2001
I-29	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL/2000
I-30	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUN/2000
I-31	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-32	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-33	52.229-4	FEDERAL, STATE, AND LOCAL TAXES (NONCOMPETITIVE CONTRACT)	JAN/1991
I-34	52.229-5	TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR/1984
I-35	52.230-2	COST ACCOUNTING STANDARDS	APR/1998
I-36	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	NOV/1999
I-37	52.232-1	PAYMENTS	APR/1984
I-38	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-39	52.232-11	EXTRAS	APR/1984
I-40	52.232-17	INTEREST	JUN/1996
I-41	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-42	52.232-25	PROMPT PAYMENT	FEB/2002
I-43	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	MAY/1999
I-44	52.233-1	DISPUTES	JUL/2002
I-45	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-46	52.242-4	CERTIFICATION OF INDIRECT COSTS	JAN/1997
I-47	52.242-12	REPORT OF SHIPMENT (REPSHIP)	JUL/1995
I-48	52.242-13	BANKRUPTCY	JUL/1995
I-49	52.243-1	CHANGES--FIXED-PRICE	AUG/1987
I-50	52.243-6	CHANGE ORDER ACCOUNTING	APR/1984

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	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-51	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-52	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-53	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
I-54	52.248-1	VALUE ENGINEERING	FEB/2000
I-55	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
I-56	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-57	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-58	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-59	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-60	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
I-61	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	FEB/2003
I-62	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-63	252.219-7003	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/1996
I-64	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2003
I-65	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS (ALT 1)	MAR/1998
I-66	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	DEC/2000
I-67	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	JUN/1997
I-68	252.225-7026	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	JUN/2000
I-69	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/1992
I-70	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	SEP/2001
I-71	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-72	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)	MAR/2000
I-73	52.209-3	FIRST ARTICLE APPROVAL--CONTRACTOR TESTING (ALTERNATE I (JAN 1997) AND ALTERNATE II (SEP 1989))	SEP/1989

(a) The Contractor shall test the 1st unit ROWPU under CLIN 0001AA as specified under CLIN 0002AA, paragraph E-8 (600 ROWPU First Article Test Production Unit Test) and Exhibit D. At least 10 calendar days before the beginning of first article tests, the Contractor shall notify the Administrative Contracting Officer (ACO), PM PAWS/ATTN: SFAE-CSS-FP-P/ Cynthia Stinson, TACOM Quality Assurance/ATTN: SFAE-CSS-FP-P/Doley Nicholson, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within 120 calendar days from the date of this contract to:

- (1) Administrative Contracting Officer
- (2) Procuring Contracting Officer
- (3) PM PAWS/ATTN: SFAE-CSS-FP-P/ Cynthia Stinson
- (4) TACOM Quality Assurance/ATTN: SFAE-CSS-FP-P/Doley Nicholson

marked FIRST ARTICLE TEST REPORT: Contract No. DAAE07-02-C-T018; Contract Line Item Number. CLIN 0002AA

Within 10 calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

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(d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the DEFAULT clause of this contract.

(e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the CHANGES clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.

(h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the offeror/contractor and have been accepted by the Government. The offeror/contractor may request a waiver.

(i) The Contractor shall produce both the first article and the production quantity at the same facility.

[End of Clause]

TACOM ADDENDUM: For purposes of this contract, interpret Paragraph (g) above to mean that the PCO hereby authorizes you to purchase all material and components necessary to produce the production quantity.

[End of Addendum]

I-74 52.223-11 OZONE-DEPLETING SUBSTANCES MAY/2001

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

- (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
- (2) Class II, including but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING: Contains (or manufactured with, if applicable) _____ * _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

*The Contractor shall insert the name of the substance(s).

[End of Clause]

I-75 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

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

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

[End of Clause]

I-76 252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION NOV/2001

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

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

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)

(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

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

[End of Clause]

I-77 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA

MAY/2002

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

(1) Components means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) Department of Defense (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) Foreign flag vessel means any vessel that is not a U.S.-flag vessel.

(4) Ocean transportation means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) Subcontractor means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.

(6) Supplies means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a

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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

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Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information--

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

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

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

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

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

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

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

[End of Clause]

I-78	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

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and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

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

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

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

[End of Clause]

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SECTION J - LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Exhibit A	CDRL A001 - ENGINEERING CHANGE PROPOSAL (ECP) /DATA DELIVERY DESCRIPTION ECP			
Exhibit B	CDRL A002 REQUEST FOR DEVIATION (RFD) /DATA DELIVERY DESCRIPTION RFD			
Exhibit C	CDRL A003- NOTICE OF REVISION (NOR) /DATA DELIVERY DESCRIPTION NOR			
Exhibit D	FIRST ARTICLE PRODUCTION UNIT TEST MATRIX			

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SECTION A - SUPPLEMENTAL INFORMATION

ADDED AS7311 52.204-4016 01-MAR-2001 TACOM-WARREN ELECTRONIC CONTRACTING
(TACOM)

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

AUTO/FIL CS6444 52.211-4053 01-MAR-2000 REQUIRED TAILORING LANGUAGE TO ELIMINATE CLASS I OZONE-DEPLETING
(TACOM) SUBSTANCES (CIODS)

ADDED CS7015 52.211-4010 01-FEB-1998 ACQUISITION OF SOURCE-CONTROLLED PART NUMBER ALT I
(TACOM)

ADDED CS7003 52.211-4018 01-MAY-1996 ACQUISITION OF MANUFACTURER'S PART NUMBER
(TACOM)

SECTION D - PACKAGING AND MARKING

ADDED DS7000 52.211-4113 01-SEP-2000 BAR CODE MARKING
(TACOM)

ADDED DS7044 52.247-4004 01-JAN-1991 MARKING REQUIREMENTS FOR EXPORT SHIPMENTS
(TACOM)

AUTO DS7111 52.247-4016 01-JUL-2002 HEAT TREATMENT AND MARKING OF WOOD PACKAGING MATERIALS
(TACOM)

SECTION E - INSPECTION AND ACCEPTANCE

ADDED EF0194 52.246-1 01-APR-1984 CONTRACTOR INSPECTION REQUIREMENTS

AUTO EF0195 52.246-2 01-AUG-1996 INSPECTION OF SUPPLIES--FIXED-PRICE

AUTO EF0181 52.246-16 01-APR-1984 RESPONSIBILITY FOR SUPPLIES

CHANGED ES7161 52.211-4030 01-JAN-2003 BASIC APPLICATION AND TESTING REQUIREMENTS FOR CHEMICAL AGENT
(TACOM) RESISTANT COATINGS (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 one unit 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 nine units. The use of test panels in lieu of actual production units is prohibited. During first article testing, 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.

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(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.

(e) Test Methods:

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

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- (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.

[End of Clause]

DELETED	ES7162	52.211-4071 (TACOM)	01-OCT-1997	CHEMICAL AGENT RESISTANT COATING (CARC) ON WOOD COMPONENTS
ADDED	ES7001	52.246-4028 (TACOM)	01-FEB-1994	INSPECTION POINT: ORIGIN
ADDED	ES7002	52.246-4029 (TACOM)	01-OCT-2002	ACCEPTANCE POINT: ORIGIN

SECTION F - DELIVERIES OR PERFORMANCE

AUTO	FF0001	52.242-17	01-APR-1984	GOVERNMENT DELAY OF WORK
ADDED	FF0004	52.247-29	01-JUN-1988	F.O.B. ORIGIN
ADDED	FF0031	52.247-52	01-APR-1984	CLEARANCE AND DOCUMENTATION REQUIREMENTS--SHIPMENTS TO DOD AIR OR WATER TERMINAL TRANSSHIPMENT POINTS
AUTO/FIL	FS6051	52.242-4022 (TACOM)	01-MAY-2000	DELIVERY SCHEDULE
AUTO	FF7030	52.211-16	01-APR-1984	VARIATION IN QUANTITY
AUTO	FS7003	52.247-4017 (TACOM)	01-JAN-2001	DEPOT ADDRESS FOR THE APPLICABLE MODE OF SHIPMENTS: IN-THE-CLEAR ADDRESSES

SECTION G - CONTRACT ADMINISTRATION DATA

CHANGED	GS6348	52.209-4009 (TACOM)	01-SEP-1987	AMOUNT AVAILABLE FOR PROGRESS PAYMENTS BEFORE FIRST ARTICLE APPROVAL
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Until the Government issues final approval of the results of first article testing, as required elsewhere in this contract, the total cost pool against which progress payments may be calculated and invoiced shall consist of the amount, if any, indicated for CLINs 0001AA, 0002AA and 0003AA.

[End of Clause]

SECTION H - SPECIAL CONTRACT REQUIREMENTS

ADDED	HF0021	52.232-16	01-DEC-2002	PROGRESS PAYMENTS (ALTERNATE I dated Mar 2000)
AUTO	HA0804	252.205-7000	01-DEC-1991	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS
AUTO	HA0853	252.225-7001	01-MAR-1998	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM
AUTO	HA0830	252.225-7002	01-DEC-1991	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS

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AUTO	HA0818	252.225-7009	01-AUG-2000	DUTY-FREE-ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)
ADDED	HA0390	252.227-7036	01-JAN-1997	DECLARATION OF TECHNICAL DATA CONFORMITY
ADDED	HA0392	252.227-7037	01-SEP-1999	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA
AUTO	HA0873	252.231-7000	01-DEC-1991	SUPPLEMENTAL COST PRINCIPLES
ADDED	HA0523	252.232-7004	01-OCT-2001	DOD PROGRESS PAYMENT RATES
ADDED	HA0809	252.242-7004	01-DEC-2000	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM
AUTO	HA0871	252.246-7000	01-MAR-2003	MATERIAL INSPECTION AND RECEIVING REPORT
ADDED	HA0805	252.246-7001	01-DEC-1991	WARRANTY OF DATA
DELETED	HF6501	52.216-23	01-APR-1984	EXECUTION AND COMMENCEMENT OF WORK
DELETED	HF6502	52.216-24	01-APR-1984	LIMITATION OF GOVERNMENT LIABILITY
DELETED	HF6503	52.216-25	01-OCT-1997	CONTRACT DEFINITIZATION
DELETED	HA6881	252.217-7027	01-DEC-1991	PRICE CEILING
ADDED	HA7815	252.243-7000	01-SEP-1999	ENGINEERING CHANGE PROPOSALS
AUTO	HS7101	52.204-4005 (TACOM)	01-DEC-2002	REQUIRED USE OF ELECTRONIC CONTRACTING
AUTO/CHANGE	HS7301	52.246-4026 (TACOM)	01-MAR-2002	LOCAL ADDRESSES FOR DD FORM 250

(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 the following methods:

- (1) Send To e-mail: DD250@tacom.army.mil
- (2) Send To email: Stinsonc@tacom.army.mil
- (3) Fax TO:
 - WR/ALC/LESGF
 - ATTN: CANDI BROWN
 - 295 BYRON ST.
 - ROBINS AFB, GA 31098-1611
 - FAX NUMBER 478-926-7794

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]

SECTION I - CONTRACT CLAUSES

AUTO	IF0001	52.202-1	01-DEC-2001	DEFINITIONS
AUTO	IF0004	52.203-3	01-APR-1984	GRATUITIES

	PIIN/SIIN	DAAE07-02-C-T018	MOD/AMD	
AUTO	IF0005	52.203-5	01-APR-1984	COVENANT AGAINST CONTINGENT FEES
AUTO	IF0165	52.203-6	01-JUL-1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
AUTO	IF0008	52.203-7	01-JUL-1995	ANTI-KICKBACK PROCEDURES
AUTO	IF0314	52.203-8	01-JAN-1997	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
AUTO	IF0723	52.203-10	01-JAN-1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
AUTO	IF0023	52.203-12	01-JUN-1997	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
AUTO	IF0772	52.204-4	01-AUG-2000	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER
AUTO	IF0964	52.209-6	01-JUL-1995	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
AUTO	IF0015	52.211-5	01-AUG-2000	MATERIAL REQUIREMENTS
AUTO	IF0017	52.211-15	01-SEP-1990	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS
AUTO	IF0022	52.215-2	01-JUN-1999	AUDIT AND RECORDS - NEGOTIATIONS
AUTO	IF0276	52.215-8	01-OCT-1997	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT
DELETED	IF0029	52.215-12	01-OCT-1997	SUBCONTRACTOR COST OR PRICING DATA
ADDED	IF0451	52.215-19	01-OCT-1997	NOTIFICATION OF OWNERSHIP CHANGES
AUTO	IF0069	52.219-8	01-OCT-2000	UTILIZATION OF SMALL BUSINESS CONCERNS
AUTO	IF0070	52.219-9	01-JAN-2002	SMALL BUSINESS SUBCONTRACTING PLAN
AUTO	IF0777	52.219-16	01-JAN-1999	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN
AUTO	IF0076	52.222-1	01-FEB-1997	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
AUTO	IF0079	52.222-4	01-SEP-2000	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION
AUTO	IF0445	52.222-19	01-SEP-2002	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES
AUTO	IF0081	52.222-20	01-DEC-1996	WALSH-HEALEY PUBLIC CONTRACTS ACT
AUTO	IF0992	52.222-21	01-FEB-1999	PROHIBITION OF SEGREGATED FACILITIES
AUTO	IF0082	52.222-26	01-APR-2002	EQUAL OPPORTUNITY
AUTO	IF0085	52.222-35	01-DEC-2001	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA
AUTO	IF0087	52.222-36	01-JUN-1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
AUTO	IF0088	52.222-37	01-DEC-2001	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
AUTO	IF0295	52.223-6	01-MAY-2001	DRUG FREE WORKPLACE
AUTO	IF0098	52.225-13	01-JUL-2000	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
AUTO	IF0062	52.226-1	01-JUN-2000	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES
AUTO	IF0333	52.227-1	01-JUL-1995	AUTHORIZATION AND CONSENT

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AUTO	IF0334	52.227-2	01-AUG-1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
ADDED	IF0110	52.229-4	01-JAN-1991	FEDERAL, STATE, AND LOCAL TAXES (NONCOMPETITIVE CONTRACT)
AUTO	IF0111	52.229-5	01-APR-1984	TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO
AUTO	IF0113	52.230-2	01-APR-1998	COST ACCOUNTING STANDARDS
AUTO	IF0114	52.230-6	01-NOV-1999	ADMINISTRATION OF COST ACCOUNTING STANDARDS
AUTO	IF0118	52.232-1	01-APR-1984	PAYMENTS
AUTO	IF0123	52.232-8	01-FEB-2002	DISCOUNTS FOR PROMPT PAYMENT
AUTO	IF0127	52.232-11	01-APR-1984	EXTRAS
AUTO	IF0128	52.232-17	01-JUN-1996	INTEREST
AUTO	IF0133	52.232-23	01-JAN-1986	ASSIGNMENT OF CLAIMS
AUTO	IF0362	52.232-25	01-FEB-2002	PROMPT PAYMENT
AUTO	IF0703	52.232-33	01-MAY-1999	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION
AUTO	IF0136	52.233-1	01-JUL-2002	DISPUTES
AUTO	IF0349	52.233-3	01-AUG-1996	PROTEST AFTER AWARD
ADDED	IF0733	52.242-4	01-JAN-1997	CERTIFICATION OF INDIRECT COSTS
AUTO	IF0146	52.242-12	01-JUL-1995	REPORT OF SHIPMENT (REPSHIP)
AUTO	IF0142	52.242-13	01-JUL-1995	BANKRUPTCY
AUTO	IF0147	52.243-1	01-AUG-1987	CHANGES--FIXED-PRICE
ADDED	IF0160	52.243-6	01-APR-1984	CHANGE ORDER ACCOUNTING
AUTO	IF0161	52.243-7	01-APR-1984	NOTIFICATION OF CHANGES
AUTO	IF0226	52.246-23	01-FEB-1997	LIMITATION OF LIABILITY
ADDED	IF0229	52.247-1	01-APR-1984	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
AUTO	IF0231	52.248-1	01-FEB-2000	VALUE ENGINEERING
AUTO	IF0241	52.249-2	01-SEP-1996	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)
AUTO	IF0250	52.249-8	01-APR-1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)
AUTO	IF0651	52.253-1	01-JAN-1991	COMPUTER GENERATED FORMS
AUTO	IA0821	252.204-7003	01-APR-1992	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT
AUTO	IA0893	252.209-7000	01-NOV-1995	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY
AUTO	IA0222	252.209-7004	01-MAR-1998	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98
AUTO	IA0015	252.211-7005	01-FEB-2003	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS

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AUTO	IA0897	252.215-7000	01-DEC-1991	PRICING ADJUSTMENTS
AUTO	IA0872	252.219-7003	01-APR-1996	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)
AUTO	IA0828	252.225-7012	01-FEB-2003	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES
AUTO	IA0885	252.225-7014	01-MAR-1998	PREFERENCE FOR DOMESTIC SPECIALTY METALS (ALT 1)
AUTO	IA0829	252.225-7016	01-DEC-2000	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS
AUTO	IA0852	252.225-7025	01-JUN-1997	RESTRICTION ON ACQUISITION OF FORGINGS
AUTO	IA0812	252.225-7026	01-JUN-2000	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES
AUTO	IA0654	252.225-7031	01-JUN-1992	SECONDARY ARAB BOYCOTT OF ISRAEL
AUTO	IA0111	252.226-7001	01-SEP-2001	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES
AUTO	IA0818	252.243-7001	01-DEC-1991	PRICING OF CONTRACT MODIFICATIONS
AUTO	IA0408	252.244-7000	01-MAR-2000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)
CHANGED	IF6003	52.209-3	01-SEP-1989	FIRST ARTICLE APPROVAL--CONTRACTOR TESTING (ALTERNATE I (JAN 1997) AND ALTERNATE II (SEP 1989))

(a) The Contractor shall test the 1st unit ROWPU under CLIN 0001AA as specified under CLIN 0002AA, paragraph E-8 (600 ROWPU First Article Test Production Unit Test) and Exhibit D. At least 10 calendar days before the beginning of first article tests, the Contractor shall notify the Administrative Contracting Officer (ACO), PM PAWS/ATTN: SFAE-CSS-FP-P/ Cynthia Stinson, TACOM Quality Assurance/ATTN: SFAE-CSS-FP-P/Doley Nicholson, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within 120 calendar days from the date of this contract to:

- (1) Administrative Contracting Officer
- (2) Procuring Contracting Officer
- (3) PM PAWS/ATTN: SFAE-CSS-FP-P/ Cynthia Stinson
- (4) TACOM Quality Assurance/ATTN: SFAE-CSS-FP-P/Doley Nicholson

marked FIRST ARTICLE TEST REPORT: Contract No. DAAE07-02-C-T018; Contract Line Item Number. CLIN 0002AA

Within 10 calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the DEFAULT clause of this contract.

(e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the CHANGES clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

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(g) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.

(h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the offeror/contractor and have been accepted by the Government. The offeror/contractor may request a waiver.

(i) The Contractor shall produce both the first article and the production quantity at the same facility.

[End of Clause]

TACOM ADDENDUM: For purposes of this contract, interpret Paragraph (g) above to mean that the PCO hereby authorizes you to purchase all material and components necessary to produce the production quantity.

[End of Addendum]

AUTO	IF7405	52.223-11	01-MAY-2001	OZONE-DEPLETING SUBSTANCES
AUTO	IF7262	52.252-6	01-APR-1984	AUTHORIZED DEVIATIONS IN CLAUSES
AUTO	IA7622	252.204-7004	01-NOV-2001	REQUIRED CENTRAL CONTRACTOR REGISTRATION
AUTO	IA7807	252.247-7023	01-MAY-2002	TRANSPORTATION OF SUPPLIES BY SEA
AUTO	IS7002	52.204-4009 (TACOM)	01-JUN-1999	MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

AUTO	KF0238	52.222-38	01-DEC-2001	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS
ADDED	KA0221	252.209-7001	01-MAR-1998	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98
ADDED/FIL	KF6231	52.219-1	01-MAY-2001	SMALL BUSINESS PROGRAM REPRESENTATIONS--(ALTERNATES I AND II dated OCT 2000)
ADDED	KF7100	52.203-2	01-APR-1985	CERTIFICATE OF INDEPENDENT PRICE DETERMINATION
ADDED	KF7223	52.203-11	01-APR-1991	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
ADDED	KF7070	52.204-3	01-OCT-1998	TAXPAYER IDENTIFICATION
ADDED	KF7730	52.204-5	01-MAY-1999	WOMEN-OWNED BUSINESS OTHER THAN SMALL BUSINESS
ADDED	KF7733	52.204-6	01-JUN-1999	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER
ADDED	KF7095	52.207-4	01-AUG-1987	ECONOMIC PURCHASE QUANTITY -- SUPPLIES
ADDED	KF7400	52.209-5	01-DEC-2001	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS
ADDED	KF7009	52.215-6	01-OCT-1997	PLACE OF PERFORMANCE
ADDED	KF7016	52.222-22	01-FEB-1999	PREVIOUS CONTRACTS AND COMPLIANCE REPORTS

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ADDED	KF7017	52.222-25	01-APR-1984	AFFIRMATIVE ACTION COMPLIANCE
ADDED	KF7025	52.230-1	01-JUN-2000	COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION
ADDED	KA7850	252.225-7000	01-SEP-1999	BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE
ADDED	KA7800	252.225-7003	01-MAR-1998	INFORMATION FOR DUTY-FREE ENTRY EVALUATION
ADDED	KA7806	252.247-7022	01-AUG-1992	REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA
ADDED	KS7413	52.204-4007 (TACOM)	01-MAR-2001	OFFEROR'S DATAFAX NUMBER, E-MAIL ADDRESS, AND CAGE CODE
ADDED	KS7008	52.215-4010 (TACOM)	01-JAN-1998	AUTHORIZED NEGOTIATORS
ADDED	KS7151	52.223-4002 (TACOM)	01-DEC-1993	USE OF CLASS I OZONE-DEPLETING SUBSTANCES (CIODS)
ADDED	KS7279	52.245-4004 (TACOM)	01-JAN-1991	REPRESENTATION OF GOVERNMENT-OWNED PROPERTY FOR POSSIBLE USE

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

AUTO	LF0373	52.215-16	01-OCT-1997	FACILITIES CAPITAL COST OF MONEY
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INDIVIDUAL CONTRACTING ACTION REPORT

Report Control Symbol DD-AT&L(M)1014

A1 Type of Report 0 (0) Original; (1) Canceling; or (2) Correcting
 A2 Report Number 002175-2
 A3 Contracting Office
 A3A Reporting Agency FIPS 95 Code 2100
 A3B Contracting Office Code DAAE07
 A4 Name of Contracting Office TACOM
 B1 Contract Identification Information
 B1A Contract Number DAAE07-02-C-T018
 B1B Origin of Contract A (A) DoD; (B) NASA; or (C) Other Non-DoD Agency
 B1C Bundled Contract N (Y) Yes; or (N) No
 B1D Bundled Contract Exception (A) Mission Critical; (B) OMB Circular A-76; or (C) Other
 B1E Performance-Based Service Contract N (Y) Yes; or (N) No
 B2 Modification, Order, or Other ID Number _____
 B3 Action Date (yyyymmdd) 20020408
 B4 Completion Date (yyyymmdd) 20021231
 B5 Contractor Identification Information
 B5A Contractor Identification Number (DUNS) 153879903
 B5B Government Agency N (Y) Yes; or (N) No
 B5C Reserved
 B5D Contractor Name and Division Name
 Contractor HIGHLAND ENGINEERING INC.
 Division _____
 B5E Contractor Address
 Street or PO Box 1153 GRAND OAKS BLVD.
 City or Town HOWELL,
 State or Country MI Zip Code 48843-0000
 B5F Taxpayer Identification Number 382637865
 B5G Parent Taxpayer Identification Number _____
 B5H Parent Name _____
 B6 Principal Place of Performance
 B6A City or Place Code 39540
 B6B State or Country Code 26
 B6C City or Place and State or Country Name LISA@HIGH-ENG. OM
 B7 Type Obligation 1 (1) Obligation; (2) Deobligation; or (3) No Dollars Obligated or Deobligated
 B8 Obligated or Deobligated Dollars (Enter Whole Dollars Only) \$620,000
 B9 Foreign Military Sale N (Y) Yes; or (N) No
 B10 Multiyear Contract N (Y) Yes; or (N) No
 B11 Total Estimated Contract Value (Enter Whole Dollars Only) \$620,000
 B12 Principal Product or Service
 B12A Federal Supply Class or Service Code 4610
 B12B DoD Claimant Program Code A4A
 B12C Program, System, or Equipment Code 000
 B12D NAICS Code 332116
 B12E Name or Description SKID MOUNTED 600 GPG ROWPU(9)
 B12F EPA-Designated Product(s) E (A) EPA-Designated Product(s) with Minimum Recovered Material Content; (B) FAR 23.405(c)(1) Justification; (C) FAR 23.405(c)(2) Justification; (D) FAR 23.405(c)(3) Justification; or (E) No EPA-Designated Product(s) Acquired
 B12G Recovered Material Clauses (A) FAR 52.223-4; or (B) FAR 52.223-4 and FAR 52.223-9

INDIVIDUAL CONTRACTING ACTION REPORT

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- B13 Kind of Action
- B13A Contract or Order 3 (1) Letter Contract; (3) Definitive Contract; (4) Order under an Agreement; (5) Order under Indefinite-Delivery Contract; (6) Order under Federal Schedule; (7) BPA Order under Federal Schedule; (8) Order from Procurement List; or (9) Award under FAR Part 13
- B13B Type of Indefinite-Delivery Contract ____ (A) Requirements Contract (FAR 52.216-21); (B) Indefinite-Quantity Contract (FAR 52.216-22); or (C) Definite-Quantity Contract (FAR 52.216-20)
- B13C Multiple or Single Award Indefinite-Delivery Contract ____ (M) Multiple Award; or (S) Single Award
- B13D Modification ____ (A) Additional Work (new agreement); (B) Additional Work (other); (C) Funding Action; (D) Change Order; (E) Termination for Default; (F) Termination for Convenience; (G) Cancellation; (H) Exercise of an Option; or (J) Definitization
- B13E Multiple Award Contract Fair Opportunity ____ (A) Fair Opportunity Process; (B) Urgency; (C) One/Unique Source; (D) Follow-On Contract; or (E) Minimum Guarantee
- B13F Indefinite-Delivery Contract Use ____ (A) Government-Wide; (B) DoD-Wide; (C) DoD Department or Agency Only; or (D) Contracting Office Only
- B13G Indefinite-Delivery Contract Ordering Period Ending Date (yyyymmdd) _____
- B14 CICA Applicability B (A) Pre-CICA; (B) CICA Applicable; (C) Simplified Acquisition Procedures Other than FAR Subpart 13.5; or (D) Simplified Acquisition Procedures Pursuant to FAR Subpart 13.5
- B15 Information Technology Products or Services ____ (A) Commercially Available Off-the-Shelf Item; (B) Other Commercial Item of Supply; (C) Nondevelopmental Item Other than Commercial Item; (D) Other Noncommercial Item of Supply; (E) Commercial Service; or (F) Noncommercial Service.
- B16 Clinger-Cohen Act Planning Compliance ____ (Y) Yes; or (N) No
- Do not complete Part C if Line B5B is coded Y.
- C1 Synopsis N (A) Synopsis Only; (B) Combined Synopsis/Solicitation; or (N) Not Synopsized
- C2 Reason Not Synopsized A (A) Urgency; (B) FAR 5.202(a)(13); (C) SBA/OFPP Pilot Program; or (Z) Other Reason
- C3 Extent Competed D (A) Competed Action; (B) Not Available for Competition; (C) Follow-On to Competed Action; or (D) Not Competed
- C4 Sea Transportation N (Y) Yes - Positive Response to DFARS 252.247-7022 or 252.212-7000(c)(2); (N) No - Negative Response to DFARS 252.247-7022 or 252.212-7000(c)(2); or (U) Unknown - No Response or Provision Not Included in Solicitation
- C5 Type of Contract J (A) Fixed-Price Redetermination; (J) Firm-Fixed-Price; (K) Fixed-Price Economic Price Adjustment; (L) Fixed-Price Incentive; (M) Fixed-Price-Award-Fee; (R) Cost-Plus-Award-Fee; (S) Cost Contract; (T) Cost-Sharing; (U) Cost-Plus-Fixed-Fee; (V) Cost-Plus-Incentive-Fee; (Y) Time-and-Materials; or (Z) Labor-Hour
- C6 Number of Offerors Solicited 2 (1) One; or (2) More than One
- C7 Number of Offers Received 001
- C8 Solicitation Procedures N (A) Full and Open Competition – Sealed Bid; (B) Full and Open Competition – Competitive Proposal; (C) Full and Open Competition – Combination; (D) Architect-Engineer; (E) Basic Research; (F) Multiple Award Schedule; (G) Alternative Sources; (K) Set-Aside; or (N) Other than Full and Open Competition
- C9 Authority for Other Than Full and Open Competition 2A (1A) Unique Source; (1B) Follow-On Contract; (1C) Unsolicited Research Proposal; (1D) Patent or Data Rights; (1E) Utilities; (1F) Standardization; (1G) Only One Source – Other; (2A) Urgency; (3A) Particular Sources; (4A) International Agreement; (5A) Authorized by Statute; (5B) Authorized Resale; (6A) National Security; or (7A) Public Interest

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- C10 Subject to Labor Standards Statutes a (A) Walsh-Healey Act; (C) Service Contract Act; (D) Davis-Bacon Act; or (Z) Not Applicable
- C11 Cost or Pricing Data x (Y) Yes – Obtained; (N) No – Not Obtained; or (W) Not Obtained - Waived
- C12 Contract Financing a (A) FAR 52.232-16; (C) Percentage of Completion Progress Payments; (D) Unusual Progress Payments or Advance Payments; (E) Commercial Financing; (F) Performance-Based Financing; or (Z) Not Applicable
- C13 Foreign Trade Data
- C13A Place of Manufacture (A) U.S.; or (B) Foreign
- C13B Country of Origin Code
- C14 Commercial Item n (Y) Yes – FAR 52.212-4 Included; or (N) No – FAR 52.212-4 Not Included

Do not complete Part D if Line B5B is coded Y or if Line B13A is coded 6.

- D1 Type of Contractor
- D1A Type of Entity b (A) Small Disadvantaged Business (SDB) Performing in U.S.; (B) Other Small Business (SB) Performing in U.S.; (C) Large Business Performing in U.S.; (D) JWOD Participating Nonprofit Agency; (F) Hospital; (L) Foreign Concern or Entity; (M) Domestic Firm Performing Outside U.S.; (T) Historically Black College or University (HBCU); (U) Minority Institution (MI); (V) Other Educational or (Z) Other Nonprofit
- D1B Women-Owned Business n (Y) Yes; (N) No; or (U) Uncertified
- D1C HUBZone Representation n (Y) Yes; or (N) No
- D1D Ethnic Group (A) Asian-Indian American; (B) Asian-Pacific American; (C) Black American; (D) Hispanic American; (E) Native American; (F) Other SDB Certified or Determined by SBA; or (Z) No Representation
- D1E Veteran-Owned Small Business (A) Service-Disabled Veteran; or (B) Other Veteran
- D2 Reason Not Awarded to SDB z (A) No Known SDB Source; (B) SDB Not Solicited; (C) SDB Solicited and No Offer Received; (D) SDB Solicited and Offer Was Not Low; or (Z) Other Reason
- D3 Reason Not Awarded to SB (A) No Known SB Source; (B) SB Not Solicited; (C) SB Solicited and No Offer Received; (D) SB Solicited and Offer Was Not Low; or (Z) Other Reason
- D4 Set-Aside or Preference Program
- D4A Type of Set-Aside a (A) None; (B) Total SB Set-Aside; (C) Partial SB Set-Aside; (D) Section 8(a) Set-Aside or Sole Source; (E) Total SDB Set-Aside; (F) HBCU or MI – Total Set-Aside; (G) HBCU or MI – Partial Set-Aside; (H) Very Small Business Set-Aside; (J) Emerging Small Business Set-Aside; (K) HUBZone Set-Aside or Sole Source; (L) Combination HUBZone and 8(a)
- D4B Type of Preference a (A) None; (B) SDB Price Evaluation Adjustment – Unrestricted; (C) SDB Preferential Consideration - Partial SB Set-Aside; (D) HUBZone Price Evaluation Preference; or (E) Combination HUBZone Price Evaluation Preference and SDB Price Evaluation Adjustment
- D4C Premium Percent
- D5-D6 Reserved
- D7 Small Business Innovation Research (SBIR) Program a (A) Not a SBIR Program Phase I, II, or III; (B) SBIR Program Phase I Action; (C) SBIR Program Phase II Action; or (D) SBIR Program Phase III Action
- D8 Subcontracting Plan - SB, SDB, HBCU, or MI b (A) Plan Not Included – No Subcontracting Possibilities; (B) Plan Not Required; (C) Plan Required – Incentive Not Included; or (D) Plan Required – Incentive Included
- D9 Small Business Competitiveness Demonstration Program n (Y) Yes; or (N) No

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- D10 Size of Small Business _____
- | | | | |
|-----------|-----------------|-----------------------|--------------------------------------|
| Employees | (A) 50 or fewer | Annual Gross Revenues | (M) \$1 million or less |
| | (B) 51 - 100 | | (N) Over \$1 million - \$2 million |
| | (C) 101 - 250 | | (P) Over \$2 million - \$3.5 million |
| | (D) 251 - 500 | | (R) Over \$3.5 million - \$5 million |
| | (E) 501 - 750 | | (S) Over \$5 million - \$10 million |
| | (F) 751 - 1000 | | (T) Over \$10 million - \$17 million |
| | (G) Over 1000 | | (U) Over \$17 million. |
- D11 Emerging Small Business _____ (Y) Yes; or (N) No
- E1 Contingency, Humanitarian, or Peacekeeping Operation _____ (Y) Yes; or Leave Blank
- E2 Cost Accounting Standards Clause _____ (Y) Yes; or Leave Blank
- E3 Requesting Agency Code (FIPS 95-2) _____
- E4 Requesting Activity Code _____
- E5 Number of Actions 1
- E6 Payment by GPC _____
- F1 Name of Contracting Officer or Representative TOD MILLER
- F2 Signature _____
- F3 Telephone Number (586) 574-8895
- F4 Date (yyyymmdd) _____